

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
COFFMAN ASSOCIATES, INC.**

**THIS AMENDMENT NO. 3** to Professional Services Agreement No. A-12845 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Coffman Associates, 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-12845 with County on February 12, 2015 (hereinafter, "Agreement") to provide airport land use planning consulting services (hereinafter, "services") for four (4) general public use airports within Monterey County (hereinafter, "Project") through February 10, 2018 with the option to renew for an additional one (1) year period for an amount not to exceed \$486,025; and

**WHEREAS**, Agreement was amended by the Parties on July 18, 2016 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to revise the services and to reduce the amount by \$268,600 which resulted in a total not to exceed amount of \$217,425 with no extension to the term; and

**WHEREAS**, Agreement was amended by the Parties on October 3, 2017 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through February 10, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, CONTRACTOR has completed services identified as Task 1.4/2.4, Prepare Final Initial Study, Task 1.5/2.5, Determine Environmental Documentation (CEQA), and Task 1.12/2.12, Additional Coordination and Meetings, for Element 1 - Monterey Regional Airport, and Element 2 - Marina Municipal Airport of Phase II of the Agreement, and Task 1.7, Prepare Responses to Comments, for Element 1 – Monterey Regional Airport of Phase II of the Agreement; and

**WHEREAS**, County has a continued need for services beyond the anticipated four (4) year Agreement term allowed per Request for Qualifications (RFQ) #10451; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to complete the remaining tasks identified in the Agreement; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for approximately eleven (11) additional months to December 31, 2019 with no associated dollar amount increase to allow CONTRACTOR to continue to complete services identified in the Agreement and as amended by this Amendment No. 3.

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

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

The term of this Agreement is from February 10, 2015 to December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. 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.

3. 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\*1566, 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 2<sup>nd</sup> Floor  
Salinas, California 93901

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

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

\_\_\_\_\_  
Coffman Associates, Inc.  
Contractor's Business Name

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

Its: *DAVID FITZ VP*  
(Print Name and Title)

Date: *1/9/19*

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

Its: *Stephen C. Wagner, CFO*  
(Print Name and Title)

Date: *1/9/19*

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

By: \_\_\_\_\_  
Brian P. Briggs  
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: \_\_\_\_\_

\*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) managing members. 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.

6. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 2-5-19

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

By: [Signature]  
Brian P. Briggs  
Deputy County Counsel

Date: 1-11-19

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 1-11-19

**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) managing members. 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.

**CONTRACTOR\***

Coffman Associates, Inc.  
Contractor's Business Name

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

Its: DAVID FITZ, VP  
(Print Name and Title)

Date: 1/9/19

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

Its: Stephen C. Wagner, CFO  
(Print Name and Title)

Date: 1/9/19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2019

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 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> Truss 4551 W. 107th St., Third Floor Overland Park KS 66207	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> 913.341.8998 <b>E-MAIL ADDRESS:</b> Certificates@TrussAdvantage.com	<b>FAX (A/C, No):</b> 913-491-6379
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Coffman Associates Inc. 237 N.W. Blue Parkway Lee's Summit MO 64063	<b>INSURER A:</b> Travelers Casualty & Surety Co	<b>NAIC #</b> 19038
	<b>INSURER B:</b> The Phoenix Insurance Co.	25623
	<b>INSURER C:</b> Travelers Ins. Co.	39357
	<b>INSURER D:</b> Travelers Indemnity Company	25658
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 551257277

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BOP Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6808K945005	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8K947312	5/1/2018	5/1/2019	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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-008K948437	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	<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 N/A	UB008K971324	5/1/2018	5/1/2019	<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
A	Professional Liability Retro Date July 12, 2003		105314904	7/12/2018	7/12/2019	Each Occurrence/Ded 2,000,000/50,000 General Aggregate/Ded 2,000,000/150,000

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

County of Monterey, its officials, agents and employees are Primary, Non-Contributory Additional Insured as respects the General, Auto and Umbrella Liability policies. General liability Additional Insured includes coverage for ongoing & completed operations.

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey Contracts/Purchasing Department 168 W. Aisal St. 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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CHANGE ENDORSEMENT

INSURING COMPANY:  
THE PHOENIX INSURANCE COMPANY

Named Insured: COFFMAN ASSOCIATES, INC.

Policy Number: 680-8K945005-18-47  
Policy Effective Date: 05/01/2018  
Policy Expiration Date: 05/01/2019  
Issue Date: 01/11/2019  
Premium \$ NIL

Effective from 01/10/19 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Additional Insureds are added to the policy as provided under the attached endorsement(s):

CG 20 10

Under the Businessowners Coverage Part, coverage is added on the Master Pac Account Exposure Endorsement. Refer to form attached.

The following forms and/or endorsements is/are included with this change. These forms are added to the policy or replace forms already existing on the policy:  
IL T0 07 09 87  
CG T8 01 05 18  
CG D3 61 03 05  
CG 20 37 07 04

NAME AND ADDRESS OF AGENT OR BROKER

TRUSS LLC  
9200 WARD PKWY STE 500

KANSAS CITY MO 64114

Countersigned by

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

DATE: 01/11/2019

POLICY NUMBER: 680-8K945005-18-47

EFFECTIVE DATE: 05/01/2018

ISSUE DATE: 01/11/2019

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS

\* IL T0 07 09 87 CHANGE ENDORSEMENT  
IL T0 19 02 05 COMMON POLICY DECLARATIONS  
MP T0 01 02 05 BUSINESSOWNERS COVERAGE PART DECLARATIONS  
\* IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T3 15 09 07 COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T0 25 02 05 SPECIAL PROVISIONS - LOSS PAYEE  
CP 12 18 10 12 LOSS PAYABLE PROVISIONS  
MP T1 30 02 05 TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART -  
DELUXE PLAN  
MP P0 06 09 15 ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY  
ENHANCEMENT  
MP T1 02 02 05 BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM  
MP T1 05 02 05 AMENDATORY PROVISIONS - OFFICES  
MP T3 06 02 07 SEWER OR DRAIN BACK UP EXTENSION  
MP T3 07 03 97 PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED  
LOCATIONS AND RESTAURANTS  
MP T3 25 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE  
MP T3 50 11 06 EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION  
MP T3 56 02 08 AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS  
PERSONAL PROP COV ENHANCEMENTS  
CP 01 32 06 04 ARIZONA CHANGES  
CP T9 58 02 11 ARIZONA CHANGES  
MP T5 37 11 13 MISSOURI CHANGES

COMMERCIAL GENERAL LIABILITY

CG D4 69 07 14 TOT AGG LIMIT OTHER THAN PROJECTS  
CG T0 34 11 03 TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY  
COVERAGE FORM CG 00 01 10 01  
CG 00 01 10 01 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
\* CG 20 37 07 04 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS  
CG D2 55 11 03 AMENDMENT OF COVERAGE - POLLUTION  
CG D3 09 11 03 AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD  
\* CG D3 61 03 05 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORG  
CG D3 81 09 15 BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND  
SURVEYORS)  
CG D4 71 01 15 AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING  
INJURY LIABILITY

\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-8K945005-18-47

EFFECTIVE DATE: 05/01/2018

ISSUE DATE: 01/11/2019

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D2 03 12 97 AMEND - NON CUMULATION OF EACH OCC  
\* CG T8 01 05 18 GENERAL PURPOSE ENDORSEMENT  
CG D3 79 01 16 ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND  
ENDORSEMENT  
CG D4 13 04 08 AMEND COVG - POLLUTION-EQUIP EXCEPTION  
CG D2 88 11 03 EMPLOYMENT-RELATED PRACTICES EXCLUSION  
CG D3 26 10 11 EXCLUSION - UNSOLICITED COMMUNICATION  
CG D3 56 05 14 MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES  
SUBJECT TO MOTOR VEHICLE LAWS  
CG D3 80 10 11 EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS  
PROFESSIONAL LIABILITY  
CG D4 21 07 08 AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS  
CG D6 18 10 11 EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION  
LAWS  
CG D6 75 01 13 AMEND-WHO IS INS-ARCHIT/ENG/SURVEY ACTIV  
CG D7 46 01 15 EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR  
PERSONAL INFORMATION  
CG D7 97 01 16 AMENDMENT - OTHER INSURANCE CONDITION - ENGINEERS,  
ARCHITECTS OR SURVEYORS  
CG D0 76 06 93 EXCLUSION - LEAD  
CG D1 42 01 99 EXCLUSION - DISCRIMINATION  
CG D2 42 01 02 EXCLUSION - WAR  
CG T4 78 02 90 EXCLUSION - ASBESTOS  
CG 26 50 12 98 MISSOURI CHANGES - MEDICAL PAYMENTS  
CG F2 50 09 08 MISSOURI CHANGES - DEFINITION OF POLLUTANTS

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93 EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS  
CG T0 43 01 16 TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY  
COVERAGE FORM  
CG T1 01 01 16 EMPLOYEE BENEFITS LIABILITY COVERAGE FORM  
CG F8 93 01 16 MISSOURI CHANGES - EBL

MULTIPLE SUBLINE ENDORSEMENTS

CG D4 09 04 08 AMENDMENT OF BODILY INJURY DEFINITION  
CG D4 19 07 08 AMENDMENT OF PROPERTY DAMAGE DEFINITION  
CG T3 33 11 03 LIMITATION WHEN TWO OR MORE POLICIES APPLY  
CG 26 25 04 05 MISSOURI CHANGES - GUARANTY ASSOCIATION

INTERLINE ENDORSEMENTS

IL T3 68 01 15 FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE  
IL T4 00 12 09 DESIGNATED ENTITY - NOTICE OF CANCELLATION OR  
NONRENEWAL PROVIDED BY US

\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.



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POLICY NUMBER: 680-8K945005-18-47

EFFECTIVE DATE: 05/01/2018

ISSUE DATE: 01/11/2019

INTERLINE ENDORSEMENTS (CONTINUED)

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 05 10 08	MISSOURI CHANGES - POLLUTION
IL 02 74 02 13	MISSOURI CHANGES - CANCELLATION AND NONRENEWAL
IL F0 61 09 07	MISSOURI CHANGES - DEFINITION OF POLLUTANTS

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN MP 57 04 17	IMP NOT PROT SAFEGUARDS SPRK AND REST
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS
PN T2 04 05 10	IMPORTANT NOTICE - CONTACT INFO - MISSOURI

\* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-8X945005-18-47

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 01-11-19

**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 Additional Insured Person(s) Or Organization(s):**

SEE CG T8 01 05 18

### **Location And Description Of Completed Operations**

SEE CG T8 01 05 18

MONTEREY

CA 93940

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

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

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**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):**

SEE CG T8 01 05 18

### **Location of Covered Operations:**

SEE CG T8 01 05 18

MONTEREY

CA 93940

(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.

GENERAL PURPOSE ENDORSEMENT  
OFFICE PAC

POLICY NUMBER: 680-8K945005-18-47  
ISSUE DATE: 01/11/2019

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
CGD361 CG2037

This endorsement modifies insurance provided under the following:

Name of Additional Insured: The County of Monterey, its agents, officers and employees

Address for the Additional Insured: Contracts/Purchasing Department 168 West Alisal Street 3rd Floor Salinas, CA 93901

Location of Where the Work will be performed: 200 Fred Kane Drive, Monterey, CA 939940

Description of Work being performed: Planning and environmental services necessary to complete the analysis and documentation necessary to complete the required environmental analysis and documentation necessary to adopt a proposed Airport Master Plan.

CHANGE OVERPRINT /CHANGE SLIP

POLICY NUMBER: 680-8K945005-18-47  
ISSUE DATE: 01/11/2019  
RATER: JM  
CHANGE EFFECTIVE DATE: 01-10-19  
EFFECTIVE DATE: 05/01/2018  
EXPIRATION DATE: 05/01/2019

INSURED'S NAME: COFFMAN ASSOCIATES, INC.

New/Renewal: N  
Solicitor Code:  
SAI: 5032X1218  
MSI: X  
Rating Mode:

Special Code:  
Program Code: B14  
Paymode: L  
Audit Frequency:  
Responsibility: x

Watch File:  
Survey Code:  
Reinsurance: f  
DOWNSTREAM  
Pro Rata Factor: 0.304

PREMIUM SUMMARY

S.B. ACCT.	EFF.	PREMIUM
MO.	DATE	.2000
01/19	01-10-19	0.00

Type Code

Type Code Description

OFFICE: SPECIALIST A&E 21X  
PRODUCER NAME: TRUSS LLC

CFK71

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

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

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the 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 available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARCHITECTS, ENGINEERS AND SURVEYORS COVERAGE XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**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 this 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"> <li>A. Broadened Named Insured</li> <li>B. Incidental Medical Malpractice</li> <li>C. Reasonable Force – Bodily Injury Or Property Damage</li> <li>D. Non-Owned Watercraft – Increased To Up To 75 feet</li> <li>E. Aircraft Chartered With Crew</li> <li>F. Damage To Premises Rented To You</li> <li>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</li> <li>H. Medical Payments – Increased Limit</li> <li>I. Increased Supplementary Payments</li> <li>J. Additional Insured – Owner, Manager Or Lessor Of Premises</li> </ul> | <ul style="list-style-type: none"> <li>K. Additional Insured – Lessor Of Leased Equipment</li> <li>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</li> <li>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</li> <li>N. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>O. Knowledge And Notice Of Occurrence Or Offense</li> <li>P. Unintentional Omission</li> <li>Q. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Written Contract</li> <li>R. Amended Insured Contract Definition – Railroad Easement</li> </ul> |
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### PROVISIONS

#### A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such additional organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

#### B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above



COMMERCIAL GENERAL LIABILITY

does not apply to any "bodily injury" arising out of any providing or failing to provide first aid or "Good Samaritan services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

- 5. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The following replaces Exclusion a., Expected Or Intended Injury, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. **Expected Or Intended Injury Or Damage**  
"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 any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

- 1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
  - (a) Less than 75 feet long; and
  - (b) Not being used to carry any person or property for a charge;

- 2. The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge;

- 3. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for "bodily injury" that arises out of the use of a watercraft that you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

**E. AIRCRAFT CHARTERED WITH CREW**

- 1. The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;



- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

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

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for use of an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**F. DAMAGE TO PREMISES RENTED TO YOU**

1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY IN COVERAGES**:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
  - (2) Explosion;
  - (3) Lightning;
  - (4) Smoke resulting from such fire, explosion, or lightning; or
  - (5) Water,
- is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to Exclusion a., **Knowing Violation Of Rights Of Another**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

**H. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

**I. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an

insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you have signed that contract; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you under that written contract.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is



committed, after you have signed that written contract; and

- b. Is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations of this Coverage Part, whichever are less; and
- b. The insurance provided to such equipment lessor does not apply:
  - (1) To any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" caused by an offense that is committed, after the equipment lease expires; or
  - (2) If the equipment is leased with an operator.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit with respect to operations performed by you or on your behalf is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- (2) "Bodily injury" or "property damage" included within the "products – completed operations hazard".

**N. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4.a. of SECTION II – WHO IS AN INSURED:

- a. Coverage under this provision is afforded only:
  - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
  - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organizations, if you report such organization in writing to us within 180 days after you acquire or form it.

**O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

COMMERCIAL GENERAL LIABILITY

(1) Notice to us of such "occurrence" or of an offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust), or any "employee" (such as an insurance, loss control or risk manager or administrator) authorized by you to give notice of an "occurrence" or offense.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A partner or member of any partnership or joint venture;
  - (ii) A manager of any limited liability company;
  - (iii) A trustee of any trust; or
  - (iv) An executive officer or director of any other organization;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation, accident, or

health insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under the Coverage Part may apply.

**P. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY WRITTEN CONTRACT**

The following is added to Paragraph 8., **Transfer of Rights of Recovery Against Others to Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a written contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract signed by you prior to loss.

**R. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.



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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

THE COUNTY OF MONTEREY, ITS AGENTS,  
OFFICERS AND EMPLOYEES  
168 WEST ALISAL STREET 3RD FLOOR  
SALINAS, CA 93901

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

#### **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**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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 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.