

**AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ALBION ENVIRONMENTAL, INC.**

THIS AMENDMENT NO. 3 to Standard Agreement No. A-13559 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Albion Environmental, 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 Standard Agreement No. A-13559 with County on October 9, 2017 (hereinafter, "Agreement") to provide a consulting archaeologist for construction monitoring services (hereinafter, "services") for the Moss Landing Rule 20A Underground Utility District (hereinafter, "Project") through October 15, 2018 for an amount not to exceed \$48,089.61; and

WHEREAS, Agreement was amended by the Parties on February 21, 2018 (hereinafter, "Amendment No. 1", including Exhibit A-1, Scope of Services/Payment Provisions) to extend the term for one (1) additional year through October 15, 2019 and to increase the amount by \$59,931.36 which resulted in a total not to exceed amount of \$108,020.97; and

WHEREAS, Agreement was amended by the Parties on October 15, 2019 (hereinafter, "Amendment No. 2", including Exhibit A-2, Scope of Services/Payment Provisions) to extend the term for approximately fifteen (15) additional months through December 31, 2020, to update the Hourly Rates/Pricing Sheet effective October 15, 2019, and to increase the amount by \$116,080.60 which resulted in a total not to exceed amount of \$224,101.57; and

WHEREAS, due to the current site conditions (Archeologically Sensitive Area), a contingency plan needs to be in place if sensitive resources are encountered, requiring additional personnel to be compliant with the requirements of the Combined Development Permit for the Project; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to complete services for the Project; and

WHEREAS, the CONTRACTOR's Hourly Rates/Pricing Sheet require an update effective as of the last date opposite the respective signatures of this Amendment No. 3; and

WHEREAS, the Parties wish to further amend the Agreement to update the Hourly Rates/Pricing Sheet effective as of the last date opposite the respective signatures of this Amendment No. 3 and to increase the amount by \$226,293.13 for a total amount not to exceed \$450,394.70 to allow CONTRACTOR to continue to provide 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 Section 1.01 of Paragraph 1.0, "General Description", to read as follows:

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

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-3, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$450,394.70.

3. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", to delete "Exhibit A-2, Scope of Services/Payment Provisions" and add "Exhibit A-3, Scope of Services/Payment Provisions".
4. In all places within the Agreement any reference to "Exhibit A-2, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-3, Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. 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.
7. 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

Albion Environmental, Inc.
Contractor's Business Name

Date: _____

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

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Jarah Peelo, President
(Print Name and Title)

Date: 12-14-19

By: _____
Mary Grace Perry
Deputy County Counsel

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

Date: _____

Its: Christina Spellman, Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 12/14/19

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

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.

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: [Signature]
Contracts/Purchasing Officer

Albion Environmental, Inc.
Contractor's Business Name

Date: 1/23/2020

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

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Sarah Peelo, President
(Print Name and Title)

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 12.14.19

Date: 12-18-19

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

Approved as to Fiscal Provisions

Its: Christina Spellman Secretary
(Print Name and Title)

By: [Signature]
Auditor/Controller

Date: 12/14/19

Date: 12/20/19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: [Signature]

Name: _____

Title: Deputy

Date: 12-18-19

*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.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Albion Environmental, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- A.1.1 CONTRACTOR shall provide on-site monitoring of trenching and undergrounding activities during project construction of the Moss Landing Rule 20A Underground Utility District Project (hereinafter, "Project"). *Said monitoring shall be performed by both a licensed archaeologist and a Native American construction monitor from the Monterey Band of Monterey County/Ohlone Costanoan Esselen Nation (OCEN). Both monitors shall be present during all trenching and/or excavation activities associated with the Project.*
 - A.1.2 CONTRACTOR shall report directly to County Project Manager regarding the undergrounding process.
 - A.1.3 CONTRACTOR shall provide cultural resources sensitivity training to all construction contractors and in-field operators engaged in the project to establish protocols in the event of a potential discovery.
 - A.1.4 CONTRACTOR'S recommendations may include additional measures such as monitoring of subsurface construction, spot-checking of disturbed areas, or development of a treatment plan to address exposure of potential historic or prehistoric resources, as conditions warrant.
 - A.1.5 Should any archaeological resources be found once project construction is under way, CONTRACTOR shall direct that all work in the immediate vicinity cease. CONTRACTOR shall immediately notify County. CONTRACTOR shall evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered archaeological resources. Such measures may include avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures.
 - A.1.6 Should any paleontological resources (i.e., fossils) be found once project construction is under way, CONTRACTOR shall direct that all work in the immediate vicinity cease. CONTRACTOR shall immediately notify County. CONTRACTOR shall retain a qualified paleontologist to evaluate the finds and recommend appropriate mitigation measures for the inadvertently

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

discovered paleontological resources. Such measures may include avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures.

- A.1.7 In the event that human remains are discovered, CONTRACTOR shall direct that all work in the immediate vicinity of the find cease. CONTRACTOR shall immediately notify County according to California Health and Safety Code Section 7050.5. If the remains are determined to be Native American, the County Coroner shall notify the Native American Heritage Commission, and the procedures outlined in the California Environmental Quality Act (CEQA) Guidelines Section 15064.5(d) and (e) shall be followed.
- A.1.8 After construction is completed, CONTRACTOR shall submit a report or letter summarizing their methods, findings, and recommendation, or if no resources were found.
- A.1.9 CONTRACTOR shall provide all written reports required under this Agreement in hardcopy format to the following individual:

Kyle Oyama
Assistant Engineer
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

B. PAYMENT PROVISIONS

- B.1 County shall pay CONTRACTOR for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services as amended. CONTRACTOR'S compensation for services rendered shall be based according to the hourly rates included in the Pricing Sheet of this Exhibit A-3 of this Agreement.
- B.1.1 Total cost of services provided under this Amendment No. 3 shall not exceed **\$226,293.13**.
- B.1.2 Total cost of services provided under this Agreement, including Amendment No. 1 through Amendment No. 3, shall not exceed **\$450,394.70**.
- B.2 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at <https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/disbursements>. To receive reimbursement, CONTRACTOR must provide

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

a detailed breakdown of authorized expenses, identifying what was expended and when.

- B.3 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.

C. CONTRACTOR'S BILLING PROCEDURES

- C.1 NOTE: Payment shall be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- C.2 Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, **MYA 3000*3427**, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

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

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

- C.3 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.
- C.4 No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- C.5 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.
- C.6 **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PRICING SHEET

Moss Landing Rule 20A Underground Utility District
 County of Monterey
 11/25/2019

Labor	Rate	Phase 1 Management & Mobilization		Phase 2 Archaeological Monitoring		Phase 3 Inadvertent Discovery		Phase 4 Monitoring Report		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal 3E - Nicchitta, S.	\$113.19	0	\$0.00	0	\$0.00	20	\$2,263.80	1	\$113.19	21	\$2,376.99
Principal 2B - Boone	\$93.30	0	\$0.00	0	\$0.00	36	\$3,358.80	0	\$0.00	36	\$3,358.80
Senior Archaeologist 5B - D'Oro	\$93.30	17	\$1,586.10	0	\$0.00	16	\$1,492.80	2	\$186.80	35	\$3,265.50
Administrative 8D - Convisser	\$84.13	0	\$0.00	0	\$0.00	2	\$168.26	2	\$168.26	4	\$336.52
Senior Archaeologist 3A - Ellison	\$70.36	0	\$0.00	0	\$0.00	78	\$5,488.08	0	\$0.00	78	\$5,488.08
Archaeologist 6B - Britton	\$70.36	0	\$0.00	0	\$0.00	32	\$2,251.52	0	\$0.00	32	\$2,251.52
Archaeologist 6A - Johnson, R.	\$70.36	0	\$0.00	0	\$0.00	16	\$1,125.76	0	\$0.00	16	\$1,125.76
Archaeologist 5D - Manigault	\$70.36	0	\$0.00	0	\$0.00	24	\$1,688.64	0	\$0.00	24	\$1,688.64
Archaeologist 5C - Ragland	\$70.36	0	\$0.00	600	\$42,216.00	0	\$0.00	16	\$1,125.76	616	\$43,341.76
Archaeologist 5C - Ragland OT	\$105.54	0	\$0.00	100	\$10,554.00	0	\$0.00	0	\$0.00	100	\$10,554.00
Archaeologist 5B - Dadiago	\$58.12	0	\$0.00	0	\$0.00	32	\$1,859.84	0	\$0.00	32	\$1,859.84
Archaeologist 4C - Garrett	\$58.12	0	\$0.00	500	\$34,872.00	0	\$0.00	0	\$0.00	500	\$34,872.00
Archaeologist 4C - Garrett OT	\$87.18	0	\$0.00	100	\$8,718.00	0	\$0.00	0	\$0.00	100	\$8,718.00
Archaeologist 4C - McManus	\$64.24	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Archaeologist 4A	\$61.18	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Archaeological Tech 7A - Ehrlich	\$61.18	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Archaeological Tech 6C - Gellinas	\$58.12	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Archaeological Tech 6C - Simpson	\$58.12	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Archaeological Tech 6A	\$55.06	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Archaeological Tech 5D - Parry	\$53.53	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Archaeological Tech 5A	\$48.95	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Total Labor		17	\$1,586.10	1400	\$96,360.00	280	\$21,312.70	21	\$1,593.81	1718	\$120,852.61
Other Direct Costs		Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Mileage for Albion monitors	\$0.58	0	\$0.00	150	\$87.00	144	\$83.52	0	\$0.00	294	\$170.52
Native American Monitor (OCEN)	\$65.00	0	\$0.00	1200	\$78,000.00	0	\$0.00	0	\$0.00	1200	\$78,000.00
Native American Monitor (OCEN) OT	\$97.50	0	\$0.00	200	\$19,500.00	0	\$0.00	0	\$0.00	200	\$19,500.00
Mileage for Native American Monitor	\$0.58	0	\$0.00	9000	\$5,220.00	0	\$0.00	0	\$0.00	9000	\$5,220.00
Supplies	\$50.00	0	\$0.00	0	\$0.00	3	\$150.00	0	\$0.00	3	\$150.00
RC Dates	\$600.00	0	\$0.00	0	\$0.00	4	\$2,400.00	0	\$0.00	4	\$2,400.00
Total ODCs			\$0.00		\$102,807.00		\$2,633.52		\$0.00		\$105,440.52
Total Cost			\$1,586.10		\$199,167.00		\$23,946.22		\$1,593.81		\$226,293.13

- Overtime represents drive time from Albion to the Project site (1 hour/day).
- Assumes 15 weeks of full time (8-hour days) archaeological monitoring (Gellinas hours are only an estimate) with no cultural or paleontological resources encountered. If resources are encountered, Albion will develop a separate budget for the County.
- Travel for archaeologist is 48 miles round trip from Albion office.
- Assumes 15 weeks of full time (8-hour days) archaeological monitoring.
- Overtime represents drive time to the project site (maximum 2 hours/day). The OCEN will charge overtime for any work conducted at night and/or on weekends.
- Travel for Native American monitor is 120 miles round trip.



Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10/1/2019 attaches to and forms a part of Policy Number FEIECC1027107. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.



Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 10/1/2019 attaches to and forms a part of Policy Number FEIECC1027107. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
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".



Automatic Primary and Non-Contributory Insurance Endorsement Designated Work Or Project(s)

This endorsement, effective 10/1/2019 attaches to and forms a part of Policy Number FEIECC1027107. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

COMMERCIAL GENERAL LIABILITY COVERAGE
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Automatic Waiver of Subrogation Endorsement

This endorsement, effective 10/1/2019 attaches to and forms a part of Policy Number FEIECC1027107. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1. - WHO IS AN INSURED** is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1)** Is a partnership or joint venture; or
- (2)** Is an insured under any other automobile policy; or
- (3)** Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1)** If there is similar insurance or a self-insured retention plan available to that organization;

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- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.



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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.