

AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HMC ARCHITECTS

THIS AMENDMENT NO. 4 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and HMC Architects (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, Beverly Prior Architects entered into a Professional Services Agreement with County on August 28, 2008 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on October 13, 2009 (hereinafter, "Amendment No. 1"), September 14, 2011 (hereinafter, "Amendment No. 2"), and April 3, 2012 (hereinafter, "Amendment No. 3"); and

WHEREAS, an Assignment of Contract from Beverly Prior Architects to CONTRACTOR was accepted by the County on July 22, 2011 (hereinafter, "Assignment of Contract"); and

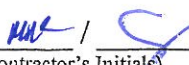
WHEREAS, the Criminal Justice Complex Master Planning (hereinafter, "Project") has not been completed and additional time and funding are necessary to allow for the completion of remaining and additional required tasks; and

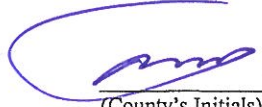
WHEREAS, on September 21, 2012, the Board of State and Community Corrections (BSCC) formally notified the County of the conditional award of Assembly Bill (AB) 900 Phase II funding in the amount of \$36,295,000 with specific requirements as part of the final award process outlined by the Corrections Standards Authority (CSA); and

WHEREAS, this Amendment No. 4 will allow CONTRACTOR to provide additional tasks associated with architectural and technical master planning services and include preparation of an Environmental Impact Report (EIR) to address California Environmental Quality Act (CEQA) requirements and to support the County's efforts in meeting the specific conditional award requirements and deadlines; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$581,840 and extend the term to ~~March 31, 2014~~ to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 4.

^
March 15, 2014


(Contractor's Initials)


(County's Initials)
(Contracts/Purchasing Officer)

12/3/12
(Date)

12512
(Date)

Page 1 of 3

Amendment No. 4 to Professional Services Agreement
HMC Architects
Criminal Justice Complex
RMA - Public Works - Architectural Services

Term: August 7, 2008 - ~~March 31, 2014~~

Not to Exceed: \$876,384.00 March 15, 20

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

1. Amend Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1 and A-2 in conformity with the terms of this Agreement. The services are generally described as follows: Provide professional services for the Criminal Justice Complex located at Natividad Road and Laurel Drive in Salinas, CA; architectural and technical support services for the submittal of an \$80 million grant application under Assembly Bill (AB) 900 to the Corrections Standards Authority (CSA) for expansion of the County's detention facilities; and additional tasks associated with architectural and technical master planning services including preparation of an Environmental Impact Report (EIR) to address California Environmental Quality Act (CEQA) requirements and to support the County's efforts in meeting the specific Board of State and Community Corrections (BSCC) conditional award of AB 900 Phase II requirements as described in Exhibits A, A-1 and A-2.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1 and A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$876,384.

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


The term of this Agreement is from August 7, 2008 to ~~March 31, 2014~~, unless sooner terminated pursuant to the terms of this Agreement.

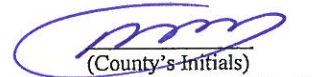
March 15, 2014

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2 – Scope of Services/Payment Provisions".

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.


(Contractor's Initials)


(County's Initials)
(Contracts/Purchasing Officer)

12/3/12
(Date)

12/3/12
(Date)

Amendment No. 4 to Professional Services Agreement
HMC Architects
Criminal Justice Complex
RMA – Public Works - Architectural Services
Term: August 7, 2008 – ~~March 31, 2014~~
Not to Exceed: \$876,384.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Renewal to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

HMC Architects
Contractor's Business Name

Date: 11/8/12

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

Its: MITCHELL CARP Sr. VICE PRESIDENT
(Print Name and Title)

Date: 10.23.12

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

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

By: _____
Deputy County Counsel

Its: Gregory Stolrow CFO
(Print Name and Title)

Date: _____

Date: 10.24.12

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 4 to Professional Services Agreement
HMC Architects
Criminal Justice Complex
RMA - Public Works - Architectural Services
Term: August 7, 2008 - March 31, 2014
Not to Exceed: \$876,384.00

NOV 06 2012

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Renewal to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

HMC Architects
Contractor's Business Name

Date: 11-8-12

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

Its: MITCHELL CAMP SA VICE PRESIDENT
(Print Name and Title)

Date: 10-23-12

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

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

By: [Signature]
Deputy County Counsel

Its: Gregory Stalrow CFO
(Print Name and Title)

Date: 10/24/2012

Date: 10-24-12

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 10-25-12

Approved as to Indemnity and Insurance Provisions

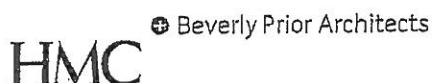
By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 4 to Professional Services Agreement
HMC Architects
Criminal Justice Complex
RMA - Public Works - Architectural Services
Term: August 7, 2008 - ~~March 31, 2014~~
Not to Exceed: \$876,384.00

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



October 17, 2012

County of Monterey

AMENDMENT #4: JAIL ASSESSMENT AND AB 900 GRANT SUPPORT SERVICES PROPOSAL

Project.

The County of Monterey has received notification from the Board of State and Community Corrections that it has been awarded a grant amount of \$36,295,000 of the \$80 million that it had originally requested for expansion of the existing jail's capacity. The county is seeking HMC's assistance with the Jail Assessment and AB 900 Grant Support Services. The County is committed to responsibly assessing the existing jail to identify longer term capital concerns, identifying programmatic, operational, infrastructure and construction requirements in order to assess county matching funds, reaching out to the community for input and review, and meeting the grant requirements that include real estate due diligence, environmental impact analysis, and ongoing operational costs.

Per the AB900 Bond requirements this new facility will operate as a stand-alone facility. The new facility including new housing units, main entrance and administrative support space will operate independently of the existing jail, and will be designed to allow existing security operations to be controlled from within the new facility.

Approach.

The anticipated key tasks and their purpose for the Jail Assessment and AB 900 Grant Support Services are outlined below and then in detail on the following spreadsheet. The following services support the described project scope and AB900 Grant requirements.

Task and Purpose
<p>A. Community Outreach and Public Presentations. Per the Board of Supervisors' request for community outreach, prepare presentation boards including site plans, floor plans for both 2 and 4 story options, and elevations for project information meeting. No meeting attendance will be provided.</p> <p><u>Deliverables:</u> Site plan, exterior massing view, typical jail housing unit diagram.</p>
<p>B. Jail Security Assessment. Evaluate the key systems within the existing jail to identify and provide information that can be used in planning the new facility or used for future capital projects.</p> <p>1. Investigate existing security systems for capability with new facility, specifically software expansion and connectivity issues for security, telecom and data transfer.</p> <p><u>Deliverables:</u> Provide Jail security assessment report identifying existing security systems, provide recommendations; if any for system upgrades/ improvements to existing system to support central control operations from within the new housing unit expansion.</p>
<p>C. Current and Future Infrastructure Assessment.</p> <p>1. Review existing topographic maps provided by the county, and request additional information as needed.</p> <p>2. Geotechnical services including core drilling/ test pits, provide basis of design for foundation and road requirements, cut/fill and subsurface conditions.</p> <ul style="list-style-type: none">• Review of pertinent reports regarding the site, available in our existing files or provided by you.• Field exploration consisting of logging and interval sampling 25 to 30 borings between 10 and 60 feet deep. The site will be marked for utility identification. The soil samples obtained will be sealed and returned to the laboratory for testing. The borings will be drilled in the location of the proposed

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

October 17, 2012

Page 2

improvements. NOTE: The number and depth may vary depending on conditions encountered. All holes will be patched and filled.

- Construction and testing of four percolation test sites. At each site the percolation rate of the underlying soil will be studied at various depths. This information is to be used to assist with storm water retention design.
 - Laboratory testing of selected samples considered representative of site conditions, in order to ascertain, or derive relevant engineering properties including:
 - Moisture/Density
 - R-value
 - Shear Strength
 - Consolidation
 - Expansion Potential
 - Corrosion testing of 5 samples collected in the elevation range of the proposed utilities. In addition, 5 in-situ field resistivity tests (Wenner 4 pin technique) will be performed. A corrosion testing and inspection program will then be developed by a registered corrosion engineer.
 - Deflection testing of the existing pavement. Based on the deflection testing, R-value test results, and Traffic Indexes (to be calculated by our firm) we will provide pavements analysis and design for new and existing sections.
 - Engineering analysis and evaluation of the resulting field and laboratory data. This will include a liquefaction analysis of the site. Based on our findings we will develop geotechnical design criteria:
 - General Site Grading
 - Seismic Parameters
 - Utility Trenches (including corrosion design requirements)
 - Foundation Design (including settlement analysis)
 - Concrete Slab Design (including moisture control)
 - Retaining Walls
 - Excavations
 - Pavement Design (including calculation of Traffic Indexes)
 - General Site Drainage
 - Preparation of a draft geotechnical report detailing our recommendations based on the project parameters and our geotechnical analysis. The report will include drawings of typical details for construction. Upon review and input of the draft report by the architect and other interested parties our firm will issue a final geotechnical report.
 - Fieldwork shall begin after all boring, trench and Cone Penetration Test (CPT) locations have been surveyed, staked and any US Alert requirements for utility clearances have been obtained. Draft and Final Geotechnical Design Reports shall be submitted with recommendations for site grading, seismic design, soil compaction, foundation design, supports of slabs and mats, trench excavation and back filling, and paving sections.
3. Domestic Water and Sanitary Sewer Study. Evaluate current and future demand/load based on 2-288 additional bed modules. Including sewer and water service upgrades, underground utilities that may need to be relocated, and other infrastructure requirements. Provide preliminary sizing and cost estimates.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

October 17, 2012

Page 3

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4. Storm Drain Capacity Study. Evaluate existing and proposed storm drainage patterns and develop a preliminary plan consistent with existing conditions for collecting and disposing of both on-site and off-site storm water. Identify the location of existing storm water detention/retention ponds, area drains, proposed improvements to existing storm water facilities, control of on-site and offsite drainage across the site and general routing of underground drainage piping. Determine approximate loads of future development.
 5. Site Utility Master Plan: Prepare utility distribution drawings showing the routing and extension of existing utilities to service the new buildings. Identify the approximate size and routing of all water (potable and fire water), sanitary sewer, natural gas, electrical, telephone, security and communication duct bank to service the new building, Show approximate location of new and existing transformers, switchgear, fire hydrants' natural gas metering, ect. Describe design criteria for each utility. Provide site plan including future expansion, identify access for staff, and public, including parking, path of travel and building entrances, fire access, and trash removal in relation to existing jail and new facility. No work will be provided for realignment Chaparral Road.
 6. Site Electrical Master plan. Evaluate existing electrical system for capacity in transformers and generators. Determine approximate needs for new buildings and load capacity of existing service. Determine any additional upgrades necessary for this project and future work. Identify locations of all existing electrical gear on site, including transformer, conductors, switchgear, generators, site lighting, parking lot and roadways. Include photometric of existing lighting.
 - Perform a site investigation and analysis of the site electrical distribution system, including site lighting.
 - Evaluation of the existing site electrical distribution system load capacity and reliability.
 - Review electrical utility service and prepare load calculation for intended use requirements.
 - Perform point-to-point photometric calculation of the existing site lighting system.
 - Coordinate with the Utility Company for any required load history and electrical usage.
 - Facilitate any testing, locating, or readings as required. These services will be performed by others.
 - Prepare a narrative report (with back-up sketches as required) indicating systems current condition, code improvements, and reliability; load capacity; adequacy of systems for current and proposed future use and life expectancy of systems; and recommended upgrades necessary for future facility addition and expansion.

Deliverables: Comments on county-provided topographic map. Reports include: underground survey, geotechnical report, domestic water and sanitary sewer study, storm drain capacity report, site utility master plan, site electrical master plan and site power distribution.

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- D. **Environmental Impact Report.** Prepare initial study and/or environmental impact report to address CEQA and AB 900 grant requirements. Attend meetings/public hearings; file Notice of Project and Notice of Determination.

Deliverables: CEQA documents.

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- E. **Architectural Program, Site Requirements, and Conceptual Layouts.** The architectural program, site requirements and conceptual layouts will assure that the jail addition is properly designed and will work with existing jail support services. Touring other jails of similar size and operational philosophy with county staff will assist in determining aspects to incorporate into the program and design criteria. While a preliminary space list was developed for the grant application process, this effort will be a more thorough investigation of each of the operational elements of the jail as they impact the program and design elements of the housing unit addition.

Deliverables: Architectural program with site requirements and diagrams.

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- F. **Refine Project Scope, Phasing, Estimate.** Based on revised grant amount/ number of beds and anticipated future jail expansion funding, develop a phasing and development strategy and cost estimate for both 2 and 4 story options. Refine Master Plan with County. Provide project planning for future phase.

Deliverables: Documents reflecting refined project, phasing diagrams, and construction cost estimate.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

October 17, 2012

Page 4

- G. **Conceptual Design Development.** To support in budgeting, environmental impact review, and community outreach, develop conceptual floor plans, site plans and elevations. Adjacency issues and functionality will be addressed with respect to staffing and safety.

Deliverables: Conceptual floor plans, site plans and exterior building imagery.

- H. **Staffing Requirements/Operational Cost Analysis.** To establish operational costs per grant requirements and for County Board of Supervisors' approval. Review and provide support for staffing and other ongoing operational costs provided by the County. Assist in ongoing operational cost evaluation including utilities. This work is limited to review of County provided documents.

Deliverables: Review comments on county's draft of operational costs.

HMC Sub Consultants:

Civil	BKF Engineers
Electrical	Interface Engineering
Environmental	EMC Planning Group
Security	Guidepost Solutions
Cost Estimate	Cummings Corporation
Geotechnical	Butano Geotechnical

Schedule and Budget.

Scheduling of these services will be coordinated with the county to address the AB 900 grant award requirements as well as county board approvals processes.

Task Name	Duration
Project Kick-off Meeting	1 day
Jail Security Assessment	30 days
Infrastructure Assessment	164 days
Underground Utility Survey	82 days
Geotechnical Investigation	90 days
Domestic Water and Sanitary Sewer	60 days
Storm water plan	60 days
Utility Distribution plan	82 days
Site Electrical	60 days
Environmental Impact Report	365 days
Architectural Program	75 days
Refine Project	14 days
Conceptual Design	45 days

With the goal of being as comprehensive as possible, work tasks are scoped and budgeted based on anticipated hours for each task and specialty sub-consultants involved. Additional consulting support can be provided through mutual agreement and shall not be conducted by HMC Architects until the additional work is presented to the County and, with County approval, amended into the Professional Services Agreement (PSA). Once the Amendment to the PSA is fully executed, HMC Architects will be authorized to proceed with the described work.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

October 17, 2012

Page 5

The preparation of the county's operational statement at the schematic design submittal is not included in these services. Any LEED workshops or score cards are excluded in this phase.

On the following pages, the fee budget by task is presented.

Progress reporting and billing/invoicing.

HMC will submit, via email, a progress report which outlines all work accomplished, by task; upcoming milestones; any issues/concerns impacting the milestones; HMC's plan to resolve issues/concerns in order to maintain schedule/milestones. Progress report shall include a section called "Items needed from the County" which clearly identifies what HMC is asking/expecting to receive from the County and the date by which each item is needed, identifying the needed items, and allowing the County sufficient time to respond. Progress reports shall be provided on a mutually agreed on basis depending on the progress of the work.

HMC's monthly billing/invoicing will include a status report outlining work accomplished and milestones met during the billing period for each task. The invoice will indicate staff member, hours per staff member, staff rate, and the associated cost.

We have provided a 10% contingency on this scope of work. The following are examples of additional items that may be required and can be charged against the contingency with prior County approval:

1. Coordination and support with Board of State and Community Corrections submittals, responses, meetings
2. Site and existing building conditions that require further investigation
3. Additional graphics/presentation boards for additional community outreach and/or board meetings
4. Attendance at community outreach meetings, Board of Supervisors and Board Committee meetings

We look forward to reviewing this proposal with the county's team.

Very truly yours,



Beverly J. Prior, FAIA, LEED AP, NCARB
Principal, Civic and Justice Practice Leader

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



COUNTY OF MONTEREY COUNTY
AMENDMENT #4: JAIL ASSESSMENT AND GRANT SERVICES

10/17/2012

SCOPE OF SERVICES	Architectural - HMC/Beverly Prior Architects				Specialty Consultants				
	Principal Designer	Sr. Project Manager	Sr. Design/ Technical Staff	Design/ Technical Support Staff	Total Arch.	Total Sub Consult.	Low Voltage/ Security Cons.	Civil Engineer/Geotech	Food Service & Laundry Cons.
A Community Outreach and Public Presentations									
1 Develop presentation images and boards to explain project for meeting	1	4	24	32	61				
a Revise and refine based on County comments	2	2	8	12	24				
Subtotal - Hours	3	6	32	44	85				
Average Hourly Rates:	\$225	\$195	\$175	\$125					
Subtotal - Professional Fees:	\$675	\$1,170	\$5,600	\$5,500	\$12,945				
Total Estimate this Task									\$12,945
B Jail Security Assessment									
1 Site Visit, Kick off mtg and Data Collection, Analysis, Final Report	8	16			24				
a Low Voltage/ Security Assessment	4	8			12		80		
b Quality Control	4	8			12				
Subtotal - Hours	16	32	0	0	48		80		
Average Hourly Rates:	\$225	\$195	\$175	\$125			\$185		
Subtotal - Professional Fees:	\$3,600	\$6,240	\$0	\$0	\$9,840		\$14,800		
Total Estimate this Task									\$24,640
C Current and Future Infrastructure Assessment									
1 Review of Topographic Field Survey, provided by the County	1	6			7			\$ 2,400	
2 Geotechnical Investigation and Report	1	8	12		21			\$ 1,200	
a Preliminary								\$ 300	
b Literature research/ review								\$ 4,440	
c Drilling								\$ 500	
d Grouting								\$ 4,020	
e Field Engineer Laboratory								\$ 10,090	
f Percolation testing								\$ 900	
g Corrosion testing								\$ 11,000	
h Deflection								\$ 6,545	
i Mtg		8			8			\$ 3,000	
k Analysis								\$ 2,400	
l Report								\$ 2,250	
m Drafting								\$ 1,530	
n Review								\$ 600	

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



COUNTY OF MONTEREY COUNTY
AMENDMENT #4: JAIL ASSESSMENT AND GRANT SERVICES

10/17/2012

SCOPE OF SERVICES	Architectural - HMC+Beverly Prior Architects				Specialty Consultants						
	Principal Planner/ Designer	Sr. Project Manager	Sr. Design/ Technical Staff	Design/ Technical Support Staff	Total Arch.	Total Sub Const.	Cost Estimator	Low Voltage/ Security Cons.	Civil Engineer/Geotech Cons.	Environ-mental Cons.	Food Service & Laundry Cons.
3 Domestic Water and Sanitary Sewer Study for 2-288 bed modules - research existing water demand and sewer generation - document projected demand for maximum build-out - research city water and sanitary sewer systems - prepare report of findings	1	8			9				\$ 17,700		
4 Storm Drain Capacity Study	1	8			9				\$ 10,900		
5 Site Utility Master Plan - site plan of jail site - utility master plan with relocation of major utility lines	1	8	24		33				\$ 5,300		
6 Site Electrical Masterplan a Site Power Distribution b Site Lighting c Load Evaluation d Photometric e Narrative/ Report f Review of as-builts g Meetings	8	24			32				\$ 8,160		
9 Quality Control/ Consultant Coordination	13	70	36		119				\$ 2,320		
Subtotal - Hours	\$225	\$195	\$175	\$125					\$ 2,200		
Average Hourly Rates	\$2,925	\$13,650	\$6,300	\$0					\$ 1,780		
Subtotal - Professional Fees:									\$ 8,100		
Total Estimate this Task						\$22,875			\$ 3,900		
									\$ 4,900		
D Environmental Impact Report											
1 Project management and coordination, preparation of requested documents	2	24		6	32						\$ 5,120
a Project Administration											\$ 2,670
b Kick-off mtg	8	8			16						\$ 1,000
c Research											\$ 9,950
d Initial Study, NOP, Scoping (mtg with various agencies)											\$ 7,180
e Technical reports											\$ 36,225
f Prepare Draft EIR Admin											\$ 8,920
g Draft EIR/ Noticing/ Distribution											\$ 10,730
h Response to comments											\$ 2,950
i Final EIR											\$ 6,750
j CEQA Findings											\$ 10,240
k Meeting/ Public hearings. Attend three (3) meetings	24	24			48						\$ -
l Notice of Determination											\$ -

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Beverly Prior Architects



COUNTY OF MONTEREY COUNTY
AMENDMENT #4: JAIL ASSESSMENT AND GRANT SERVICES

10/17/2012

SCOPE OF SERVICES	Architectural - HMC's/Beverly Prior Architects				Specialty Consultants				
	Principal Planner/ Designer	Sr. Project Manager	Sr. Design/ Technical Staff	Design/ Technical Support Staff	Total Arch.	Total Sub Consult.	Low Voltage/ Security Engineer/Geotech Cons.	Cost Estimator	Food Service & Laundry & Environmental Cons.
m Publication/Distribution Travel									
n Traffic Engineer									
o Additional meeting (not included)									
p Quality Control/ Consultant Coordination	8	24		6	0				
Subtotal - Hours	42	80		6	32				
Average Hourly Rates:	\$225	\$195	\$175	\$125	128				
Subtotal - Professional Fees:	\$9,450	\$15,600	\$0	\$750	\$25,800			\$ 4,081	\$ 39,160
Total Estimate this Task						\$144,966			\$144,966
III Architectural Program, Site Requirements, and Conceptual Layouts									
1. Orientation meeting with Sheriff's Project Team	3	3			6				
2. Review and evaluate needs assessment and existing docs.	1	2			3				
3. Preparation of facility programming questionnaires	1	2			3				
4. Kick-off meeting with departmental representatives.	2	2			6				
5. Tour facilities with County staff (2 days)	16	16			48				
6. Sheriff's Dept./user interviews for program, operational reqmts									
a Administration		1	1		2				
b Housing		2	2		4				
c Recreation		1	1		2				
d Central Control and Housing Control		4	4		8		8		
e Visiting		2	2		4				
f Health Services		2	2		4				
g Mental Health Services		2	2		4				
h Kitchen/Bakery/Staff Dining		2	2		4				
i Central Laundry		1	1		2				6
j Program Providers		6	6		12				6
k Staff Lockers and Training		2	2		4				
l Intake		3	3		6				
m Education		2	2		4				
n Maintenance/Warehouse		2	2		4				
o Facility Support		2	2		4				
p Parking/Sally port/Site Requirements		2	2		4				
7. Develop security master plan and requirements		2	2		4				
8. Develop inmate and staff movement patterns		2	2		4		20		
9. Develop facility space standards	4	2	4		10				
10. Prepare space requirements spreadsheets		2	4		6				
11. Review space requirements with County, revise.	8	8	8	24	36				
12. Develop Adjacency Diagrams	2	8	2	24	36				
13. Develop building diagrams		2	2	16	20				

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

10/17/2012

Beverly Prior Architects



COUNTY OF MONTEREY COUNTY
AMENDMENT #4: JAIL ASSESSMENT AND GRANT SERVICES

SCOPE OF SERVICES	Architectural - HMC+Beverly Prior Architects				Specialty Consultants					
	Principal Planner/ Designer	Sr. Project Manager	Sr. Design/ Technical Staff	Design/ Technical Support Staff	Total Arch.	Total Sub Consol.	Cost Estimator	Low Voltage/ Security Cons.	Civil Engineer/Geotechnical Cons.	Food Service & Laundry Cons.
14 Develop medical system program	1	1	1		3					
15 Develop food service system program	1	1	1		3					
16 Develop laundry service program	1	1	1		3					
17 Develop site development requirements	4	4	4		8					
18 Coordinate sub consultants	4	4	4		8					
19 Quality Control/ Consultant Coordination	20	20	20		60					
20 Travel/Meeting Prep	2	8	30	12	52					
21 Develop draft, incorporate revisions, finalize documentation	66	148	145	76	435					12
Subtotal - Hours										
Average Hourly Rates:	\$225	\$195	\$175	\$135				\$185		\$195
Subtotal - Professional Fees:	\$14,850	\$28,860	\$25,375	\$10,260	\$79,345	\$9,370	\$7,050			\$2,340
Total Estimate this Task	\$88,715									
B Refine Project Scope, Phasing, Estimate										
1 Based on actual grant amount, strategize project scope and phasing with county in phone and in-person work sessions	16	16			32					
2 Refine master plan concept to address revised scope approach	2	4	16	16	38					
3 Develop Cost estimate 2 and 4 story options	1	8			9		40			
4 Revise and refine, review with county	2	4			6		4			
5 Quality Control/ Consultant Coordination	4	8			12					
Subtotal - Hours	25	40	16	16	97		44			
Average Hourly Rates:	\$225	\$195	\$175	\$125			\$165			
Subtotal - Professional Fees:	\$5,625	\$7,800	\$2,800	\$2,000	\$18,225	\$7,260	\$7,260			
Total Estimate this Task	\$25,485									
C Conceptual Design Development										
1 Develop conceptual floor plans, site plans, and elevations	30	40	60	60	190					
2 Present conceptual plans(mtg)	8	8			16					
3 Quality Control	2	4			6					
Subtotal - Hours	40	52	60	60	212					
Average Hourly Rates:	\$225	\$195	\$175	\$125						
Subtotal - Professional Fees:	\$9,000	\$10,140	\$10,500	\$7,500	\$37,140					
Total Estimate this Task	\$37,140									

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Beverly Prior Architects



**COUNTY OF MONTEREY COUNTY
AMENDMENT #4: JAIL ASSESSMENT AND GRANT SERVICES**

10/17/2012

SCOPE OF SERVICES	Architectural - HMC-Beverly Prior Architects				Specialty Consultants						
	Principal Planner/ Designer	Sr. Project Manager	Sr. Design/ Technical Staff	Design/ Technical Support Staff	Total Av.-ch.	Total Sub Const.	Cost Estimator	Low Voltage/ Security Cons.	Civil Engineer/Geotech	Environmental	Food Service & Laundry Cons.
1 Staffing Requirements/Operational Cost Analysis											
1. Review/confirm materials provided by Sheriff's office for BSCC-required staffing plan: FTE to fill post and support positions, staff requirements during construction, relief factors, selection of new staff, new staff hiring and training plan, program/operational requirements, staffing plan for central control	12	8			20						
2. Review operational budget (jail expansion beds and new central control) (Provided by the County)	12	8			20						
Subtotal - Hours	24	16			40						
Average Hourly Rates:	\$225	\$195	\$175	\$125							
Subtotal - Professional Fees:	\$5,400	\$3,120	\$0	\$0	\$8,520						
Total Estimate this Task						\$8,520					
TOTAL PROPOSAL											
Total Labor Proposal						\$508,601					
Allowance for Direct Expenses (4%)						\$20,344					
Subtotal						\$528,945					
10% contingency						\$52,895					
Total Proposal						\$581,840					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2012

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).

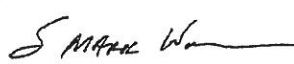
PRODUCER CA#0HG4724 IMA, Inc. (NE Kansas Division)	1-913-982-3650	CONTACT NAME:	
51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TRAVELERS PROP CAS CO OF AMER	NAIC# 25674
		INSURER B: TRAVELERS IND CO OF CT	25682
		INSURER C: St Paul Fire & Marine Ins Co	1643
		INSURER D: LEXINGTON INS CO	19437
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 26291701 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6807308L548TIL12	01/01/12	01/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <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			BA7293L45112GRP	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<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			ZUP-14N89808-12-NF	01/01/12	01/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XJUB3593T95612	01/01/12	01/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
D	A&E Professional Liab.			026030239	01/01/12	01/01/13	Aggregate 10,000,000
D	A&E Professional Liab			026030239	01/01/12	01/01/13	Each Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The County of Monterey, its agents, officers and employees are included as Additional Insureds on the General and Automobile Liability Policies with respect to ongoing and completed operations if required by written contract or agreement subject to the policy terms and conditions. A waiver of subrogation is provided in favor of The County of Monterey, its agents, officers and employees on the General and Automobile Liability Policies if required by written contract or agreement subject to the policy terms and conditions. This insurance is primary on the General and Automobile Liability policies if required by written contract or agreement subject to the policy terms and conditions.

CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Department 168 West Alisal Street 3rd Floor Salinas, CA 93901 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. 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.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with 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 entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights 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, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

The following is added to the **Section II – Liability Coverage**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for 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.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1	Any "Auto"
2	Owned "Autos" Only Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos" Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.



#

COMMERCIAL AUTO

- | | | |
|----|---|---|
| 19 | Mobile
Equipment
Subject To
Compulsory
Or Financial
Responsibility
Or Other Motor
Vehicle
Insurance Law
Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |
|----|---|---|

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 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.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

- 1. **Expected Or Intended Injury**
"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".
- 2. **Contractual**
Liability assumed under any contract or agreement.
But this exclusion does not apply to liability for damages:
 - a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
 - b. That the "insured" would have in the absence of the contract or agreement.



3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this ex-

clusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from



continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

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

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

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently

installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".



COMMERCIAL AUTO

4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other simi-

lar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

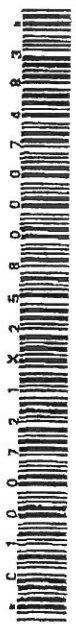
c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

i. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;



COMMERCIAL AUTO

2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building

cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged."Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

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

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

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.

