

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 7 to Professional Services Agreement No. A-11432 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Biggs Cardosa Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-11432 with County on July 22, 2009 (hereinafter, "Agreement") to provide project management, preliminary engineering and reports, and final design (hereinafter, "services") for the Nacimiento Lake Drive Bridge Replacement Project at San Antonio River, County Bridge No. 449, State Bridge No. 44C-009 (hereinafter, "Project") through December 31, 2010 for an amount not to exceed \$646,270; and

WHEREAS, Agreement was amended by the Parties on December 27, 2010 (hereinafter, "Amendment No. 1") to extend the term for two (2) additional years through December 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 6, 2012 (hereinafter, "Amendment No. 2", including Exhibit A-1 -- Scope of Services/Payment Provisions) to extend the term for nine additional months through September 30, 2013 and to increase the amount by \$168,810 which resulted in a total not to exceed amount of \$815,080; and

WHEREAS, Agreement was amended by the Parties on September 30, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2) to update the task completion status of the schedule and to extend the term for three (3) additional years through September 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on August 18, 2016 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through September 30, 2017, with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 29, 2017 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through September 30, 2018, with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 27, 2018 (hereinafter, "Amendment No. 6") to extend the term for one (1) additional year through September 30, 2019 and to update the indemnification provision with no increase in the not to exceed amount; and

WHEREAS, the right-of-way and ninety-five percent (95%) of the design services for the Project have been completed; and

WHEREAS, due to changes required by the California Department of Transportation (Caltrans), Office of Special Funded Projects/Structures Local Assistance, Memorandum dated January 16, 2019 on SLA 95% Plan and Estimate Review, additional design tasks are necessary to update the Project design; and

WHEREAS, due to Caltrans Memorandum, additional bid assistance and inclusion of Design Support During Construction in the original scope of the Agreement is also necessary to allow CONTRACTOR to provide services during construction of the Project; and

WHEREAS, due to the California Regional Water Quality Control Board (RWQCB) recent requirements, County requires CONTRACTOR to submit a new application for compliance with the RWQCB Section 401 Water Quality Certification; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to update the task completion status of the schedule, to extend the term for thirty-nine (39) additional months to December 31, 2022, and to increase the amount by \$629,000 for a total not to exceed \$1,444,080 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

1. In all places within the Agreement, any reference to Exhibit A-2 is hereby replaced with Revised Exhibit A-2, Task Completion Status.

2. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, Revised A-2, and A-3 in conformity with the terms of this Agreement.

3. 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-3, 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 \$1,444,080.

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

The term of this Agreement is from February 9, 2009 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.
5. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-2" and to add "Revised Exhibit A-2, Task Completion Status" and "Exhibit A-3, Scope of Services/Payment Provisions".
6. The Schedule referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, and as updated in Revised Exhibit A-2, Task Completion Status, is hereby amended to extend through December 31, 2022, to conform to the amended term of the Agreement.
7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
8. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 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

Biggs Cardosa Associates, Inc.
Contractor's Business Name

Date: _____

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

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

Its: MAHVASH HARMS
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 9/5/2019
VICE PRESIDENT/PRINCIPAL

Date: _____

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

Approved as to Fiscal Provisions

Its: STEPHEN A BIGGS - PRESIDENT
(Print Name and Title) /CFO

By: _____
Auditor/Controller

Date: 9/5/2019

Date: _____

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

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) 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. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
for Contracts/Purchasing Officer

Date: 9/27/19

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

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 9-10-19

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 9/10/19

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

By: _____

Name: _____

Title: _____

Date: _____

W.J. Schriner
Deputy Purchasing Agent
County of Monterey

CONTRACTOR*

Biggs Cardosa Associates, Inc.

Contractor's Business Name

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

Its: MAHVASH HARMS
VICE PRESIDENT/PRINCIPAL
(Print Name and Title)

Date: 9/5/2019

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

Its: STEPHEN A BIGGS PRESIDENT
(Print Name and Title) /CFO

Date: 9/5/2019

*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.

REVISED EXHIBIT A - 2, TASK COMPLETION STATUS

**Nacimiento Lake Drive Bridge at San Antonio River
County Bridge No. 449; State Bridge No. 44C-0009**

TASK STATUS:

0	PROJECT MANAGEMENT	On going
0.1	Project Initiation	Complete
0.2	Coordination Meetings	On going
0.3	Design Review Meetings	Design Review Meetings up to 95% review complete. Future design review meetings will be necessary to complete project to 100%
0.4	Permits	
	Permitting for CDFW	Complete
	Permitting for COE	Complete
	Permitting for RWQCB	Not Complete The requirements for the Regional Water Quality Control Board (RWQCB) have become much more stringent since the beginning of the Agreement. County took over this task and was unable to achieve an agreement concerning the new requirements of the permit for a "Stormwater Treatment Facility". The original permit was canceled by the RWQCB and a new permit will need to be started. Amendment No. 7 will include a new task to complete the new permit and to develop a "Stormwater Treatment Facility". They will obtain the RWQCB - 401 permit in conjunction with the approval by the RWQCB of the Stormwater Treatment Facility.
0.5	Community Meetings	Complete
0.6	Additional Project Management	Ongoing

REVISED EXHIBIT A - 2, TASK COMPLETION STATUS

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.1	DATA COLLECTION	Complete
1.2	GEOTECHNICAL INVESTIGATION	Complete
	Final Foundation Report	Complete
	Log of Test Borings Plan Sheet	Complete
1.3	HAZARDOUS MATERIALS TESTING OF SOIL	Complete
1.4	FIELD SURVEYS AND BASE MAP TOPOGRAPHY	Complete
1.5	UTILITY MAP AND INVESTIGATION	Complete
	Utility Map	Complete
1.6	PRELIMINARY Right-of-Way (ROW)	
	ROW Delineation	Complete Update Required
	Legal Descriptions and Plats for ROW Purchase	Complete
	ROW Acquisition	Complete
	Easement Legal Description and Exhibits	Complete
	ROW Survey Monumentation	Not Complete
1.7	HYDRAULICS REPORT	Complete
	Design Hydraulic Study Report	Complete Update Required
	Location Hydraulic Study	Complete Update Required
1.8	ENVIRONMENTAL DOCUMENTS	
	Task 1: Initial Study (IS)/Mitigated Negative Declaration (MND)	
	IS	Complete
	MND	Complete
	Environmental Impact Report	Complete
	Task 2: Cultural Resources/Section 106 Reports	Complete
	2A: Area of Potential Effects (APE) Map	Complete
	2B: Historic Property Survey Report (HPSR)	Complete
	2C: Archaeological Survey Report (ASR)	Complete
	2D: IS Cultural Resources Section	Complete
	Coordination with Monterey County Historical Resources Review Board	Not Complete Meeting to discuss verbiage of plaque truss bridge memorial to be completed.
	2E: IS Environmental	
	Check List Question C	Complete
	Task 3: Natural Environmental Study (NES)	Complete
	Background Research	Complete
	Biotic Habitat Survey	Complete
	Wildlife Surveys	Complete
	Wetland Assessment	Complete

REVISED EXHIBIT A - 2, TASK COMPLETION STATUS

	Impact Analysis	Complete
	Task 4: Protocol Level Surveys for Rare Plants	Complete
	Task 5: Protocol Level Surveys for California Red Legged Frog	Complete
	Task 6: Fish Passage Assessment	Complete
	Task 7: Biological Assessment (BA)	Complete
	NEPA Compliance	Complete
	CEQA Compliance	Complete
	Task 8: Permits	
	California Department of Fish & Wildlife (CDFW)	Complete
	RWQCB	Not Complete; Ongoing
	Army Corps of Engineers (ACOE)	Complete
	Protocol Level Survey for Bald Eagle	Complete
	Task 9: Additional Environmental Services	Complete
1.9	35% SUBMITTAL	
	Preliminary Design and Type Selection	Complete
	35% Plans	Complete
	35% Level Construction Estimate	Complete
	Type Selection Report	Complete

REVISED EXHIBIT A - 2, TASK COMPLETION STATUS

PHASE II: FINAL DESIGN

	CONSTRUCTION DOCUMENTS	
2.1	UNCHECKED DESIGN SUBMITTAL (65%) PS&E	
	65% Road Plans	Complete
	65% Bridge Plans	Complete
	65% Specifications	Complete
	65% Construction Cost Estimate	Complete
	County Review of 65% PS&E	Complete
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)	Complete Update Required
	95% Complete Road Plans	Complete Update Required
	95% Complete Bridge Plans	Complete Update Required
	95% Construction Cost Estimate	Complete Update Required
	County Review of 95% PS&E	Complete Update Required
	Quality Assurance Review	Complete Update Required
	Memorandum: Response to Comments	Complete Update Required
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)	Not Complete
	100% Final Plans (PS&E complete and ready for advertisement)	Not Complete
	Memorandum: Response to Comments	Not Complete
	Bid Documents	Not Complete
2.4	SCHEDULE	Ongoing
2.5	ROW ACQUISITION SERVICES	Complete
	Legal Descriptions of areas to be acquired.	Complete
	Record of Survey Map to show new ROW	Not Complete
2.6	BIDDING PERIOD SERVICES	Not Complete
2.7	CONSTRUCTION SUPPORT PROPOSAL SUBMITTAL	Not Complete
2.8	ADDITIONAL STRUCTURAL ENGINEERING SERVICES	Not Complete
2.9	ADDITIONAL CIVIL ENGINEERING SERVICES	Not Complete

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Biggs Cardosa Associates, Inc., hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of additional services associated with completion of the Project Plans, Specifications and Estimate (PS&E), Environmental Permitting, and Bidding and Construction Support for the Nacimiento Lake Drive Bridge Replacement Project at San Antonio River, County No.449, State Bridge No. 44C-009 (hereinafter, “Project”).

County has been developing the design of the replacement structure for the existing Nacimiento Lake Drive Bridge over the San Antonio River and requires that the CONTRACTOR perform the following additional services to complete the Final Design to Bid and provide Design Support during Construction of the Project.

Project Management due to Revisions and Time Extension:

- General project management services to finish Final Design
- Expanded Project duration
- Charge rate updates

Revise Final Design due to Revisions and Time Extension:

- Roadway superelevation revision
- Bridge design re-evaluation:
 - Response to and incorporation of California Department of Transportation’s (Caltrans), Office of Special Funded Projects/Structures Local Assistance (SLA), Memorandum dated January 16, 2019 on SLA 95% Plan and Estimate Review comments
 - Update to Accelerated Response Spectra (ARS) curve used for seismic design
 - Re-evaluation of bridge design calculations and details per AASHTO LRFD BDS 6th Edition with Caltrans Amendments, and Caltrans Seismic Design Criteria v. 1.7
- Updates to plans and special provisions per Caltrans 2018 Standards
- Update Opinion of Probable Construction Cost (Engineer’s Estimate) per design changes and current Caltrans Construction Cost Data
- Quality control and coordination of PS&E provided by County
- New application for the Regional Water Quality Control Board (RWQCB) Permit for the Project that will include responses to questions and revisions to quantities and calculations.
- Post-Construction Stormwater Treatment Plan for the RWQCB Permit

Construction:

- Construction support services

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

0 PROJECT MANAGEMENT

TASK 0.7 FINAL DESIGN PROJECT MANAGEMENT

This task will involve the general project management services to finish the Final Design for the Project. Upon approval of Amendment No. 7, a Project completion kick-off meeting will be held to finalize the Project scope, the approach to completion, the goals, and the schedule for the Project. Items to be addressed include a review of the key issues associated with completing and finalizing the PS&E, submitting and obtaining a RWQCB permit, and development of the complete bid documents.

Project Management services include the supervision and scheduling of Project staff, review of work prepared by staff and subcontractors, Project coordination and meetings, acting as the County liaison, and monitoring the Project schedule and budget. These services will be provided for Phase II: Final Design and Phase III: Construction.

Project Management services include coordination with County regarding Project schedule, status and answering questions about the Project, management of the Agreement and invoicing, updating the design team on Project status, etc.

Due to the delay in the progress of the design work from 2016, Project Management services will also include additional time for the design team members to refamiliarize themselves with the current status of the Project and Project details, various coordination items that will require completion, previous design plans, calculations, and reports, etc. to continue with design work.

TASK 0.8 – CONSTRUCTION PROJECT MANAGEMENT

Project Management services during construction include Project management associated with attending the preconstruction meeting and other periodic construction meetings, and the supervision and scheduling of Project staff, aiding County and the Construction Management Consultant for interpretation of the intent of the plans and specifications. These services will be provided as Design Support during Construction.

PHASE II: FINAL DESIGN

TASK 2.10 – ENGINEERING REPORT UPDATES

Task 2.10A – Update Foundation Report and Provide Additional Foundation Design Consultation

CONTRACTOR and CONTRACTOR's subcontractor, Parikh Consultants, Inc. (Geotechnical), shall update and check the Project design for the most current Caltrans ARS design curve and Geotechnical requirements.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The requirements are as follows:

- Update site-specific ARS design curve on plans and in the Foundation Report per Caltrans ARS Online.
- Check ARS Curve for retaining wall on north approach to verify that seismic design of retaining wall is not required.
- Update Pile Data Table per noted bridge design changes.
- Update report to include justification for the use of approach slabs for the Project.
- Foundation design consultation will be provided as needed for bridge design updates.

Task 2.10B – Update Bridge Hydraulics Study and Location Hydraulics Study

CONTRACTOR and CONTRACTOR's subcontractor, Schaaf & Wheeler, Inc. (Hydrology and Hydraulics), shall update the Bridge Hydraulics Study and Location Hydraulics Study. CONTRACTOR shall check the Project design for the Caltrans Hydraulic Engineering Circular No. 18 for the following Hydrologic and Hydraulic design criteria.

- Update scour evaluation per the most recent Hydraulic Engineering Circular No. 18 equations and methodology.
- Provide Scour Data Table for use on the Bridge Foundation Plan sheet.
- Design consultation will be provided as needed for design updates.

TASK 2.11 – 95% PS&E RE-SUBMITTAL (SUPERELEVATION, STANDARDS, DESIGN CODE, ETC.)

Task 2.11A – Redesign the Superelevation

CONTRACTOR shall redesign the superelevation used for the approach roadway and bridge deck to correspond to the latest version of the American Association of State Highway and Transportation Officials' (AASHTO) "A Policy on Geometric Design of Highways and Streets" (Green Book) and the Caltrans "Highway Design Manual". Section 202.5 "Superelevation Transition (4) Superelevation Transitions on Bridges" states "Superelevation transitions on bridges should be avoided whenever possible. However, after evaluation by County, it was decided that due to the horizontal alignment on Nacimiento Lake Drive Bridge, the superelevation transitions needed to continue onto the bridge deck. This would allow the design of the superelevation to adhere to the requirements of Topic 202 – "Superelevation" of the "Caltrans Highway Design Manual and avoid a design exception".

The redesign will include the following work.

- Evaluation of potential solutions and a superelevation sketch for County review and approval.
- Coordination with the design team and County regarding superelevation changes.
- Redesign work for the selected superelevation solution and modification of affected Roadway and Bridge plan sheets and details.
- Update of affected construction quantities.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2.11B – Recheck Bridge Design

CONTRACTOR shall recheck bridge design per the 6th Edition of the AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications with California Amendments, and the Caltrans Seismic Design Criteria version 1.7.

Task 2.11C – Revise Bridge Barriers

CONTRACTOR shall revise bridge barriers to Concrete Type 80 with offset tubular bicycle railing.

Caltrans' Memorandum on SLA 95% Plan and Estimate Review, dated January 16, 2019, stated that the proposed Texas T411 bridge railing is not currently Manual for Assessing Safety Hardware (MASH) approved and that County should choose a MASH approved railing if the Project will be advertised after October 30, 2019. The Concrete Type 80 is MASH approved.

It is anticipated that this change will affect bridge width and weight, which may impact the seismic design and the specified pile tip elevations indicated in the Foundation Report and Foundation Plan -- Pile Data Table.

Task 2.11D – Update Elastomeric/Polytetrafluoroethylene (PTFE) Bearings

CONTRACTOR shall update the elastomeric/PTFE bearings to spherical PTFE bearings. Caltrans' Memorandum on SLA 95% Plan and Estimate Review, dated January 16, 2019, stated that County should choose an alternative bearing pad detail for the Project.

Task 2.11E – Permanent Steel Casing

CONTRACTOR shall verify Permanent Steel Casing definition used in the special provisions. Caltrans' Memorandum on SLA 95% Plan and Estimate Review, dated January 16, 2019, stated that section 3.12.2 of the Foundation Reports for Bridges guidelines outline the different uses and applications for each steel casing. Caltrans standards now outline how each type can be placed. CONTRACTOR shall verify the intent of the design and choose the correct naming for the steel casing.

Task 2.11F – Design for 18" Drain Line into the Stormwater Treatment Plan

CONTRACTOR shall incorporate the design for 18" drain line and retaining wall drainage system into the stormwater treatment plan. CONTRACTOR and County will coordinate their respective plans for the 18" Corrugated Metal Pipe (CMP) culvert outfall and the stormwater treatment plan.

Task 2.11G – Update Right-of-Way (ROW)

CONTRACTOR shall update the ROW lines on the plans to reflect the final recorded ROW areas purchased by County for the Project. All ROW for the Project has been purchased and County will provide the final ROW boundary locations to CONTRACTOR for incorporation into their plan sheets.

Task 2.11H – 2018 Caltrans Standard Specifications and Plans

CONTRACTOR shall revise the design plans to reference 2018 Caltrans Standard Plans and incorporate any changes made to the Standard Plans. CONTRACTOR shall revise the Project Special Provisions to incorporate any changes made in the 2018 Caltrans Standard Specifications

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

and Standard Provisions. Caltrans' Memorandum on SLA 95% Plan and Estimate Review, dated January 16, 2019, stated that County should update their plans to the current 2018 standards. The Special Provisions should be also be updated to the 2018 Special Provisions and the 2018 Standard Provisions should be used in the Project Special Provisions.

Task 2.11I – Update Opinion of Probable Construction Costs (Engineer's Estimate)

CONTRACTOR shall update their Engineer's Estimate of the Construction Cost of the Project based on the items of work. The updated design changes and the Current Caltrans Construction Cost Data shall be utilized to obtain a reasonably accurate reflection of probable costs of the submitted bids for the Project. The Engineer's Estimate will require coordination with County staff for bid items and estimate of cost of bid items.

TASK 2.12 – FINAL PS&E SUBMITTAL

Task 2.12A – Preparation of Final Submittal Package

CONTRACTOR shall submit the Final PS&E package to County after all changes are made pursuant to the 95% and 100% Design Review and approval of the PS&E package. After the incorporation of County Boiler Plate sections into the Specifications by County, and a final review of the Plans and Estimate, CONTRACTOR shall review these changes and incorporate final changes to those documents to produce the Final Bid Documents that will be advertised for Construction Contract Bids for the Project.

TASK 2.13 – MICELLANEOUS ADDITIONAL SERVICES

Task 2.13A – Independent Quality Control

CONTRACTOR shall perform an independent quality control check of the updated construction documents prior to the 95% resubmittal. This independent check will include a red, green, and yellow check of the structural calculations, plans, and special provisions.

Task 2.13B – Coordination and Quality Control Review

CONTRACTOR shall coordinate and perform quality control review of County provided plans, special provisions, and estimate for the 95% PS&E resubmittal, the 100% submittal, and the Bid Set submittal.

County has provided plans, special provisions, and an estimate for the following items:

- Replacement of the existing 18" drain line near Station 18+60
- Retaining Wall (Type 1) and wall drainage system
- Grading at existing bridge supports upon existing bridge removal
- Mitigation planting and irrigation

Task 2.13C – Application for RWQCB Permit

CONTRACTOR shall submit a new application for RWQCB permit: Section 401 Water Quality Certification. Work includes preparation and submittal of a new application for a Section 401 Water Quality Certification from the RWQCB, as well as coordination with the RWQCB and County regarding the application. The submittal will utilize the current version of the application form. CONTRACTOR shall coordinate with RWQCB staff on the processing of the application

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

and will pay the application fee to the RWQCB on behalf of County.

Work also includes responding to additional agency questions, which typically involve requests for detailed descriptions of potential construction methods, and further detail about items like the temporary falsework pads in the low-flow channel, access pathways and staging areas, use of excavated soil on site, etc., as well as additional quantities calculations to clarify flood plain and low-flow channel impacts. This scope of assumes that the previously provided information and quantity calculations are still applicable and includes additional time for providing additional information and answering further questions from the RWQCB.

Task 2.13D – Post-Construction Stormwater Treatment Plan

CONTRACTOR shall develop plans for a Post-Construction Stormwater Treatment Plan that will be used to satisfy the requirements of the RWQCB – Section 401 “Water Quality Certification” from the RWQCB. A conceptual Post-Construction Stormwater Treatment Plan will be provided for preliminary review and approval by the County and the RWQCB. Upon conceptual approval by County and the RWQCB, the plan and design elements will be incorporated into the 100% PS&E and Bid Set PS&E submittals. Coordination between CONTRACTOR and County will be required to update the drainage design and outfall for the 18” CMP at Station 18+60 provided by County, as part of the development of the Post-Construction Stormwater Treatment Plan.

PHASE III: CONSTRUCTION

TASK 3.2 – ASSISTANCE DURING BIDDING

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

TASK 3.3 – DESIGN SUPPORT DURING CONSTRUCTION

CONTRACTOR shall conduct the “Design Support During Construction” to provide help to County and County’s Construction Management Consultant during the construction phase of the Project. These services will include attending periodic construction meetings, reviewing contractor submittals and Request for Information (RFI’s), and clarifying the construction contract documents. The CONTRACTOR shall conduct the following scope of work during construction of the Project.

- Attend preconstruction meeting.
- Attend periodic field visits, as required, to assist in the resolution of construction issues.
- Review submittals and shop drawings for bridge falsework, reinforcing, and post-tensioning.
- Review concrete mix designs.
- Answer clarification questions pertaining to the plans and special provisions, if needed.
- Review contractor RFI’s and provide written responses.
- Review construction inspection reports prepared by the Resident Engineer.
- Provide field observation and engineering support and interaction by the geotechnical engineer of record during construction of the Cast-In-Drilled-Hole (CIDH) piles.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Prepare record drawings for County. The basis of the revisions shown on the record plans will be a red mark construction set of plans provided by the Project Resident Engineer. These construction red mark plans must show all revisions that were made during construction.

Task 3.3A – Assistance During Construction

CONTRACTOR shall provide assistance to County during construction. This will include review of the RFIs, and submittals, review of shop drawings, and assistance with evaluation of CONTRACTOR's' prepared Change Orders.

TASK 3.4 – ADDITIONAL SERVICES

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

PROJECT ASSUMPTIONS:

PHASE II: FINAL DESIGN

- County will update any County-provided plans, details, special provisions, and estimate items that are affected by the superelevation revisions.
- It is anticipated that there will not be major changes to the design ARS curve or the design scour requirements that would result in major changes to the bridge design. For example, it is anticipated that the required main reinforcing in the Bent 2 pile and column might increase by up to five percent (5%) but that the pile and column diameter would not need to change. The same expectation is true of the abutments and bridge superstructure elements – that there may be minor changes in reinforcing but not changes to overall dimensions. Changes in foundation stiffness are anticipated to be less than ten percent (10%).
- County will provide CAD file with updated ROW line work, for incorporation into Project plans.
- CONTRACTOR will provide Technical Special Provisions for roadway and bridge items only. County will incorporate the Technical Special Provisions with County's boilerplate provisions, bid book, etc.
- County will provide updated plans, special provisions, and estimate for the 95% PS&E Resubmittal, 100% PS&E Submittal, and Bid Set Submittal for the following items:
 - North approach retaining wall (Type 1)
 - Grading at existing bridge supports upon existing bridge removal
 - Mitigation planting and irrigation
- Seismic design of the north approach retaining wall is not required and is not included.
- Design team will incorporate design for 18" drain line and retaining wall drainage system into the stormwater treatment plan.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- County will provide updated plans, special provisions, and estimate for the 95% PS&E Resubmittal, 100% PS&E Submittal, and Bid Set Submittal for the following items:
 - North approach retaining wall (Type 1)
 - Grading at existing bridge supports upon existing bridge removal
 - Mitigation planting and irrigation
- Application fee for the RWQCB Section 401 Water Quality Certification will not exceed \$3,500.
- Project design has not changed from that described in the October 2015 application. Previously provided quantities and answers to RWQCB questions remain applicable.
- The RWQCB will not require new or updated fieldwork.
- The RWQCB will not require updates to prior-completed environmental studies or California Environmental Quality Act (CEQA).
- Major Project revisions will not be required
- The Project's Mitigation and Monitoring Plan (MMP) dated August 4, 2015 that was prepared by County is acceptable to the RWQCB.
- Evaluation of a maximum of two (2) alternative design elements for stormwater treatment are included.
- Design team will incorporate design for 18" drain line and retaining wall drainage system into the stormwater treatment plan.
- Preparation of Operation and/or Maintenance manuals, plans, agreements, associated easements or other documents other than the initial and Final Post-Construction Stormwater Treatment Plan are not included in the scope.

PHASE III: CONSTRUCTION

- Structural inspections, all other required inspections, and construction administration services will be provided by County's Resident Engineer under contract with the Construction Management Consultant for the Project.
- Construction Administration services are not included.
- Structural Observation and Structural Inspection services are not included.
- Geotechnical Observation of pile installation is included.
- The regular earthwork and compaction inspections will be handled by the Project Resident Engineer.
- Remedial engineering design to determine corrective action required due to materials and/or contractor's operations not meeting contract requirements is not included. Upon County request, CONTRACTOR can provide this work as additional services.
- Engineering advice and technical support for construction change orders to the plans and specifications for the Project, preparation of change order documentation to include, where appropriate, changes to plans and specifications, and additional structural details are not included. Because the level of effort required to process change orders can vary widely depending upon the type of changes requested, per County request, CONTRACTOR can provide this work as additional services.
- Record drawings will be based on a red-marked set of plans provided by the Project Resident Engineer.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- CONTRACTOR's Design Support during Construction Services Fee Proposal represents CONTRACTOR's best estimate for the costs involved. The Design Support during Construction costs are highly dependent on the construction schedule, CONTRACTOR's operations, proficiency and performance.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall increase the amount of the Agreement by \$432,000 for Phase II: Final Design (\$86,723 for Project Management and \$345,277 for Final Design) and by \$197,000 for Phase III: Construction (\$27,964 for Project Management and \$169,036 for Construction) for a total amount not to exceed of \$629,000 for Amendment No. 7 and a total amount not to exceed of \$1,444,080 for the Agreement for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A-3. CONTRACTOR's compensation for services rendered shall be based on the services outlined in Sections A, Scope of Services; and Summary of Budget of this Exhibit A-3.

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

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

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

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

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

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

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.3 CONTRACTOR’S UPDATED HOURLY RATES

PHASE II: FINAL DESIGN RATES UNLOADED

Principal	Associate	Senior Engineer	Project Engineer	Senior CADD Drafter	Secretarial
\$101.54	\$69.52	\$61.16	\$53.08	\$51.35	\$51.49

PHASE III: CONSTRUCTION RATES UNLOADED

Principal	Associate	Senior Engineer	Project Engineer	Senior CADD Drafter	Secretarial
\$106.62	\$73.52	\$64.22	\$55.73	\$53.92	\$54.06

SUMMARY OF BUDGET:

0 PROJECT MANAGEMENT

Task 0.7	Final Design Project Management	\$	86,723	*
Task 0.8	Construction Project Management	\$	27,964	**
	SUBTOTAL – PROJECT MANAGEMENT	\$	114,687	

* To be paid under Phase II: Final Design
 ** To be paid under Phase III: Construction

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

PHASE II: FINAL DESIGN

Task 2.10	Engineering Report Updates	\$	5,401
Task 2.10A	Update Foundation Report and Provide Additional Foundation Design Consultation		
Task 2.10B	Update Bridge Hydraulics Study and Location Hydraulics Study		
Task 2.11	95% PS&E Re-Submittal (Superelevation, Standards, Design Code, etc.)	\$	140,775
Task 2.11A	Redesign the Superelevation		
Task 2.11B	Recheck Bridge Design		
Task 2.11C	Revise Bridge Barriers		
Task 2.11D	Update Elastomeric/PTFE Bearings		
Task 2.11E	Permanent Steel Casing		
Task 2.11F	Design for 18" Drain Line into the Stormwater Treatment Plan		
Task 2.11G	Update ROW		
Task 2.11H	2018 Caltrans Standard Specifications and Plans		
Task 2.11I	Update Opinion of Probable Construction Costs (Engineer's Estimate)		
Task 2.12	Final PS&E Submittal	\$	6,906
Task 2.12A	Preparation of Final Submittal Package		
Task 2.13	Miscellaneous Additional Services	\$	37,412
Task 2.13A	Independent Quality Control		
Task 2.13B	Coordination and Quality Control Review		
Task 2.13C	Application for RWQCB Permit		
Task 2.13D	Post-Construction Stormwater Treatment Plan		
FINAL DESIGN - DIRECT COSTS		\$	4,212
SubContractors		\$	150,571
SUBTOTAL – PHASE II: FINAL DESIGN		\$	345,277

* See Phase 0, Project Management, Task 0.7 for additional costs related to Phase II: Final Design

PHASE III: CONSTRUCTION

Task 3.2	Assistance During Bidding	\$	680
Task 3.3	Design Support During Construction	\$	105,411
3.3A	Assistance During Construction	\$	
Task 3.4	Additional Services	\$	0
CONSTRUCTION – DIRECT COSTS		\$	1,915
SubContractors		\$	61,030
SUBTOTAL – PHASE III: CONSTRUCTION		\$	169,036

** See Phase 0, Project Management, Task 0.8 for additional costs related to Phase III: Construction

GRAND TOTAL	\$629,000
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

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

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

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675		CONTACT NAME: Jo Lusk PHONE (A/C No., Ext): 510-465-3090 FAX (A/C No.): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com	
INSURED Biggs Cardosa Associates, Inc. 865 The Alameda San Jose CA 95126		INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Travelers Property Casualty Company of America 25674 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2100044743

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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6802H141284	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4955L513	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP7177Y078	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4J530244	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Property			6802H141284	9/1/2019	9/1/2020	Deductible: Replacement Cost Special Form \$500 Includes Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Peachtree Road Bridge Replacement & Nacimiento Lake Drive Bridge Replacement

The County of Monterey, its agents, officers and employees are Additional Insureds to General and Automobile Liability per policy form wording. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording.

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

County of Monterey
 Contracts/Purchasing Department
 168 West Alisal Street, 2nd Floor
 Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location of Covered Operations:

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

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

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

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

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

A. BLANKET ADDITIONAL INSURED

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

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

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

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

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

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

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

F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

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

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

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

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

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

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

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

I. WAIVER OF DEDUCTIBLE – GLASS

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

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

J. PERSONAL PROPERTY

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

Personal Property Coverage

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

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

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

No deductibles apply to Personal Property coverage.

K. AIRBAGS

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

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

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

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

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

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

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

(2) Any:

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

M. BLANKET WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 Covered Autos 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 Covered Autos 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 Covered Autos 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.

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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.
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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 Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos 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 – COVERED AUTOS 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 Covered Autos 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 "employees" 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 Covered Autos 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 exclusion 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; or

- (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 sub-contractor 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 Covered Autos Liability Coverage shown in the Declarations.

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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 Indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates 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-measuring 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. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

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

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) 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;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of 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 Covered Autos 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 conceals or misrepresents 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 per-

son 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 Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (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 Covered Autos 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.

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- 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 covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that 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 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 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; or
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:

COMMERCIAL AUTO

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



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB4J530244

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

County of Monterey
Contracts/Purchasing Department
168 West Alisal Street, 2nd Floor
Salinas CA 93901

Job Description

County of Monterey, its agents, officers and employees

DATE OF ISSUE: 8/29/2019

ST ASSIGN: CA

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