



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-17235

- a. Approve and authorize execution of Amendment No. 3 to Standard Agreement with N. Rex Awalt Corporation dba Aqua Engineering to continue to provide on-call maintenance and repair services for water and sanitation sewer systems, booster pump systems, backflow preventers, water quality testing and other utility system related services, to increase the not to exceed amount by \$500,000 for a total amount not to exceed \$700,000 and to extend the term for an additional five years for a revised term of January 5, 2022 to January 4, 2031; and
- b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 3 to the Standard Agreement.

PASSED AND ADOPTED on this 25th day of February 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Askew and Daniels

NOES: None

ABSENT: Supervisor Lopez

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 25, 2025.

Dated: February 26, 2025

File ID: A 25-041

Agenda Item No.: 38

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

**AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY
AND
N. REX AWALT CORPORATION DBA AQUA ENGINEERING**

THIS AMENDMENT NO. 3 to Standard Agreement (Agreement) between the County of Monterey, a political subdivision of the State of California, (“County”) and N. Rex Awalt Corporation dba Aqua Engineering, (“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 a Standard Agreement with County on January 18, 2022 (hereinafter, “Agreement”) to provide on-call maintenance and repair services for water and sanitation sew systems, booster pump systems, backflow preventers, water quality testing and other utility system related services (hereinafter, “services”) from January 5, 2022 through January 4, 2025, for an amount not to exceed \$100,000; and

WHEREAS, the Agreement was amended by the Parties on August 28, 2024 (hereinafter, “Amendment No. 1”) to increase the amount by \$100,000, for a total not to exceed amount of \$200,000, with no changes to the term; and

WHEREAS, the Agreement was amended by the parties on January 7, 2025 (hereinafter, “Amendment No. 2”) to extend the term for one (1) additional year through January 4, 2026 to allow the services to continue, with no increase to the total not to exceed amount; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for five (5) additional years through January 4, 2031, and to increase the amount by \$500,000, for a total not to exceed amount of \$700,000, to allow CONTRACTOR to continue to provide the services identified in the Agreement.

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

1. Amend the second sentence of Paragraph 2.0, “Payment Provisions”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$700,000.

2. Amend the first sentence of Paragraph 3.0, “Term of the Agreement”, to read as follows:

The term of this Agreement is from January 5, 2022 to January 4, 2031, unless sooner terminated pursuant to the terms of this Agreement.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals in this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

***** THIS SECTION INTENTIONALLY LEFT BLANK*****

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

COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

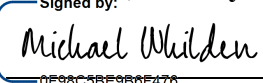
By: 
30F2300D718745F...
Contracts/Purchasing Officer

Date: 3/5/2025 | 3:47 PM PST

Approved as to Form

Office of the County Counsel

Susan K Blitch, County Counsel

Signed by:
By: 
0F98C5BE980F476
Michael J. Whilden

Deputy County Counsel
Date: 2/10/2025 | 1:50 PM PST

Approved as to Fiscal Provisions

DocuSigned by:
By: 
4E7E657875454AE...
Auditor/Controller

Date: 2/12/2025 | 8:47 AM PST

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management

Susan K. Blitch, County Counsel

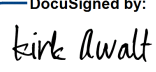
By: _____
David Bolton
Risk Manager

Date: _____

CONTRACTOR*

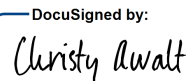
N. Rex Awalt Corporation dba
Aqua Engineering

Contractor's Business Name

DocuSigned by:
By: 
2C60AD95736C4E1...

Its: Kirk Awalt, CFO
(Print Name and Title)

Date: 2/7/2025 | 9:42 AM PST

DocuSigned by:
By: 
2C60AD95736C4E1...

Its: Christy Awalt, Secretary/Owner
(Print Name and Title)

Date: 2/7/2025 | 9:50 AM PST

*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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/04/2025

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 James G. Parker Insurance License #0554959 P O Box 3947 Fresno CA 93650	CONTACT NAME: Nataly Hague CISR PHONE (A/C, No, Ext): (559) 222-7722 FAX (A/C, No): (559) 222-1724 E-MAIL ADDRESS: nhague@jgparker.com																					
INSURED N Rex Awalt Corporation dba Aqua Engineering; Awalt & Son PO Box 398 San Miguel CA 93451	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>PartnerRe Ins Solutions Bermuda LTD</td><td></td></tr><tr><td>INSURER B:</td><td>Clear Blue Specialty Ins Co</td><td>37745</td></tr><tr><td>INSURER C:</td><td>State Compensation Ins Fund</td><td>35076</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	PartnerRe Ins Solutions Bermuda LTD		INSURER B:	Clear Blue Specialty Ins Co	37745	INSURER C:	State Compensation Ins Fund	35076	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	State Compensation Ins Fund	35076																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL UMB BA WC **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 INSD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		VCP202312102	10/16/2024	10/16/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BW03STR240031501	10/16/2024	10/16/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VCX202309802	10/16/2024	10/16/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$		\$								
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C	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 <input checked="" type="checkbox"/> Y	N/A		9346939-2024	10/01/2024	10/01/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Professional Liability Contractors Pollution Liability			VCP202312102	10/16/2024	10/16/2025	<table><tr><td>General Aggregate</td><td>\$2,000,000</td></tr><tr><td>Each Occurrence</td><td>\$1,000,000</td></tr></table>	General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000										
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Each Occurrence	\$1,000,000																				

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

The County of Monterey, Its Officers, Agents and Employees are included as additional insured on primary non-contributory basis in respects to the General Liability and Auto liability per form VCE201 0622, CA2048 1013, and CA0449 1116 attached.

CERTIFICATE HOLDER

County of Monterey, Contracts & Purchasing Division 1488 Schilling Place Salinas CA 93901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: N. Rex Awalt Corporation

Endorsement Effective Date: 10/16/2024

SCHEDULE

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

Blanket Additional Insureds for Covered Autos Liability Coverage include: Any person or organization, when you and such person or organization have agreed in writing, prior to loss, in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to the operation, maintenance, or use of a covered "auto" for "bodily injury" or "property damage" caused, in whole or in part, by you or those acting on your behalf.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

PRIMARY AND SECONDARY OTHER INFORMATION

The following information is for the use of the

AND OTHER INFORMATION
FOR THE YEAR 1960-1961
FOR THE YEAR 1960-1961

The following information is for the use of the
AND OTHER INFORMATION
FOR THE YEAR 1960-1961
FOR THE YEAR 1960-1961

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FOR THE YEAR 1960-1961
FOR THE YEAR 1960-1961

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AND OTHER INFORMATION
FOR THE YEAR 1960-1961
FOR THE YEAR 1960-1961

VIRTUE RISK PARTNERS
VIRTUE PLEDGE
COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under VIRTUE PLEDGE PACKAGED LIABILITY POLICY.

Notwithstanding anything contained to the contrary in this VIRTUE PLEDGE Package Policy, it is hereby agreed that all coverages bound and scheduled in the VIRTUE PLEDGE PACKAGED LIABILITY POLICY Declarations or the Contractors Pollution Liability Supplemental Declarations are subject to the following terms and conditions. In the event of a conflict between the provisions of these Common Policy Conditions and any Coverage Part, the provisions of these Common Policy Conditions shall control.

A. LIMITS OF LIABILITY AND DEDUCTIBLE - ALL COVERAGE PARTS

1. With the exception of any defense costs paid under the Commercial General Liability Coverage Part, the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations under Item III: Limits of Liability, is the most we will pay for the sum of CLAIMS, CLAIMS EXPENSES, occurrences or damages under all Coverage Parts, Optional Coverages, Supplemental Coverages, and Supplementary Payments under this VIRTUE PLEDGE Package Policy.
2. If any CLAIM under any Coverage Part of this VIRTUE PLEDGE Package Policy applies to multiple Coverage Parts, then the General Aggregate Limit Applicable to All Coverage Parts Combined, shown in the Declarations shall be limited to the highest applicable Limit of Liability payable under any one of the applicable Coverage Parts, with the exception of any applicable Excess Liability Coverage.

B. ADDITIONAL INSURED

1. It is understood and agreed that Section II. WHO IS AN INSURED of the Commercial General Liability Coverage Part and Section IV. DEFINITIONS, Paragraph I. INSURED of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts, as applicable, are amended to include ADDITIONAL INSUREDS, but only with respect to liability for "bodily injury," "property damage," "personal and advertising injury" or LOSS caused, in whole or in part, by:
 - a) "your work", YOUR SERVICES, or PROFESSIONAL SERVICES performed for that ADDITIONAL INSURED and included in the "products-completed operations hazard";
 - b) Your acts or omissions in the performance of your ongoing operations for that ADDITIONAL INSURED; or
 - c) The acts or omissions of those acting on your behalf in the performance of your ongoing operations for that ADDITIONAL INSURED.

However:

1. The insurance afforded to such ADDITIONAL INSURED only applies to the extent permitted by law; and
 2. If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the insurance afforded to such ADDITIONAL INSURED will not be broader than that which you are required by the contract or agreement to provide for such ADDITIONAL INSURED.
2. With respect to the insurance afforded to any ADDITIONAL INSURED, the following is added to Section III. LIMITS OF INSURANCE of the Commercial General Liability Coverage Part and Section V. LIMITS OF LIABILITY AND DEDUCTIBLE of the Contractors Pollution Legal Liability and Professional Liability Coverage Parts:

If coverage provided to the ADDITIONAL INSURED is required by a contract or agreement, the most we will pay on behalf of the ADDITIONAL INSURED is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance, whichever is less.

ARTICLE 10 VIRGIL'S HISTORY

Section 10.1 - General Provisions

The following provisions shall apply to the history of the city of Virgil.

1. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

2. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

3. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

B. ADDITIONAL PROVISIONS

1. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

2. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

3. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

4. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

5. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

6. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

7. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

8. The history of the city of Virgil shall be maintained in a permanent and accessible form. The history shall be a record of the city's growth and development, and shall be a source of information for the citizens of the city.

It is understood and agreed that for the purposes of this Endorsement the following definition shall apply.

A. ADDITIONAL INSURED means:

1. Any person or entity specifically endorsed onto this Policy as an ADDITIONAL INSURED. If any, such ADDITIONAL INSURED shall maintain only those rights pursuant to this Policy as are specified by endorsement; or
2. Any person or organization the NAMED INSURED is required to name as an additional insured in a written contract or agreement, but only with respect to "your work," YOUR SERVICES or PROFESSIONAL SERVICES performed by or on behalf of the NAMED INSURED for that person or organization. However, such persons or organizations are covered only with respect to "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of "your work," YOUR SERVICES or PROFESSIONAL SERVICES and are not covered for any "bodily injury," "property damage," "personal and advertising injury," or LOSS arising out of the person's or organization's own liability.

C. EXCLUSIONS

There is no coverage whatsoever under this Policy for any of the following. We will also have no duty to defend the insured against any suit seeking damages to which this insurance does not apply.

1. Cross Suits

Any INJURY or DAMAGE, liability or obligation from any CLAIM initiated, alleged or caused to be brought about by a NAMED INSURED or INSURED against any other NAMED INSURED or INSURED.

This exclusion shall not apply to INJURY, DAMAGE, or CLAIMS brought by any person(s) or organization(s) whom you agree, in a written contract, to name as an ADDITIONAL INSURED, provided such ADDITIONAL INSURED:

- a) is not a parent, subsidiary or affiliate of any NAMED INSURED;
- b) does not have any ownership interest in any NAMED INSURED;
- c) is not owned, operated, controlled, or managed by any NAMED INSURED.

2. Prior Knowledge, Expected or Intended Injury

BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, POLLUTION CONDITIONS or any LOSS expected or intended, should have been known by, or could have reasonably been expected by any RESPONSIBLE INSURED, to give rise to a CLAIM. This exclusion shall not apply to BODILY INJURY resulting from the use of reasonable force to protect persons or property.

3. Intentional Acts

BODILY INJURY, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE or any LOSS based upon or arising from any acts of an INSURED which are based upon or otherwise attributed to the INSURED'S intentional, willful, dishonest, fraudulent, malicious, deliberate or knowingly wrongful act, including but not limited to such behavior or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body prior to or after inception of this Policy, including but not limited to an intentional discharge, seepage, disposal, dispersal, migration, release of any substance that could cause a POLLUTION CONDITION, committed by or at the direction of a RESPONSIBLE INSURED.

This exclusion does not apply to a RESPONSIBLE INSURED that did not commit, participate in, or have knowledge of such an act.

4. Workers' Compensation

Any liability or obligation of any INSURED under any workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar federal, state or local law and any amendments thereto.

5. Employment Practices Liability

INJURY OR DAMAGE to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or

- (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of INJURY OR DAMAGE to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the injury-causing event described in paragraphs (1), (2) or (3) above occurs before employment, during employment or after employment of that person.

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.

6. Employer's Liability

BODILY INJURY to:

1. An EMPLOYEE of any INSURED, their parent, subsidiary or affiliate, arising out of and in the course of employment by any INSURED, their parent, subsidiary or affiliate, or while performing duties related to the conduct of any INSURED'S business or the business of any INSURED's parent, subsidiary or affiliate; and
2. The spouse, child, parent, brother or sister of that EMPLOYEE as a consequence of Paragraph 5 a. above.

This exclusion applies whether any INSURED may be liable as an employer or in any other capacity and to any obligation of any INSURED to share damages with or repay someone who must pay damages because of such BODILY INJURY. This exclusion does not apply to liability assumed by any INSURED under an INSURED CONTRACT.

7. Related Claims

Any coverage provided under this Policy shall not apply to a CLAIM previously reported to the Company or any CLAIM or CLAIMS EXPENSES involving substantially the same general conditions or allegations that gave rise to any demand as referenced in the application, including any addendum or addenda attached thereto.

8. Injunctive Relief, Fines and Penalties

Any CLAIM seeking injunctive relief or payment for fines or penalties.

9. Project Coverage

Any liability or obligation from any project for which any INSURED is an insured on a separate project-specific policy issued by any insurance company.

10. Unsolicited Communications

Any liability or obligation, including obligations to pay damages or defend any claim or suit by reason of the assumption of liability in an INSURED CONTRACT, from unsolicited communications or allegations of unsolicited communications made by or on behalf of any INSURED.

Unsolicited communications means any form of communication, distribution, or the transmittal or publication of information or material, including, but not limited to facsimile, electronic mail, postal mail, express mail, telephone, internet or web-based advertisement, instant message, SMS message or text message that the recipient has not specifically requested. Unsolicited communications includes, but is not limited to actual or alleged violations of:

- a. The Telephone Consumer Protection Act (47 U.S.C 227), including any amendment of, or addition to, such statute;
- b. The Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C 7701), including any amendment of, or addition to, such statute; or
- c. Any other statute, ordinance or regulation relating to the communication, distribution or transmittal of unwanted content, information or material.

1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the study and the objectives of the research. The second part of the report is a detailed description of the methodology used in the study. This includes a description of the data sources, the sample size, and the statistical methods used to analyze the data.

3. The third part of the report is a discussion of the results of the study. This section presents the findings of the research and discusses their implications. The fourth part of the report is a conclusion and a list of references. The conclusion summarizes the main findings of the study and provides a final statement on the importance of the research. The references list the sources of information used in the study.

5. The fifth part of the report is a list of appendices. These appendices provide additional information that supports the findings of the study. They include a list of tables, a list of figures, and a list of abbreviations. The sixth part of the report is a list of footnotes. These footnotes provide additional information about the study and its findings.

7. The seventh part of the report is a list of references. These references list the sources of information used in the study. The eighth part of the report is a list of appendices. These appendices provide additional information that supports the findings of the study. They include a list of tables, a list of figures, and a list of abbreviations.

9. The ninth part of the report is a list of footnotes. These footnotes provide additional information about the study and its findings. The tenth part of the report is a list of references. These references list the sources of information used in the study. The eleventh part of the report is a list of appendices. These appendices provide additional information that supports the findings of the study.

11. The twelfth part of the report is a list of footnotes. These footnotes provide additional information about the study and its findings. The thirteenth part of the report is a list of references. These references list the sources of information used in the study. The fourteenth part of the report is a list of appendices. These appendices provide additional information that supports the findings of the study.

13. The fifteenth part of the report is a list of footnotes. These footnotes provide additional information about the study and its findings. The sixteenth part of the report is a list of references. These references list the sources of information used in the study. The seventeenth part of the report is a list of appendices. These appendices provide additional information that supports the findings of the study.

15. The eighteenth part of the report is a list of footnotes. These footnotes provide additional information about the study and its findings. The nineteenth part of the report is a list of references. These references list the sources of information used in the study. The twentieth part of the report is a list of appendices. These appendices provide additional information that supports the findings of the study.

17. The twenty-first part of the report is a list of footnotes. These footnotes provide additional information about the study and its findings. The twenty-second part of the report is a list of references. These references list the sources of information used in the study. The twenty-third part of the report is a list of appendices. These appendices provide additional information that supports the findings of the study.

11. Access or Disclosure of Confidential or Personal Information

Any liability or obligation arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

12. Cyber Liability

Any liability or obligation arising out of any cyber liability, including but not limited to data breach, spyware, malware, ransomware, phishing, or other electronic system hack or breach.

13. Climate Change

Any liability or obligation arising out of allegations related to global warming or climate change, including but not limited to effects of any naturally occurring or man-made gas, on the earth's climate.

14. Fire Suppression Negligence Exclusion

Any liability or obligation arising out of the NAMED INSURED'S failure to provide safeguards, monitoring or emergency fire suppression equipment, during and up to one hour after performing any operations involving any activity or operation that generates sparks, flames or heat capable of causing combustion.

15. War

Any liability or obligation of any INSURED caused, 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 personal or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

16. Radioactive Waste

Any liability or obligation for radioactive, toxic or explosive properties of NUCLEAR MATERIAL. This exclusion shall not apply to the INSURED'S work as it relates to remediation and/or decommissioning of nonreactive sites which may contain or have become contaminated with Low-Level Radioactive Waste as defined in the Low-Level Radioactive Waste Policy Act and which is under the regulatory authority of the Atomic Energy Act of 1954, as amended.

17. NUCLEAR EXCLUSION

I. Any obligation:

A. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE:

1. With respect to which an INSURED under the Policy is also an INSURED under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. Resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

It is important to note that the above results are based on the assumption that the data are stationary. If the data are non-stationary, the results may be biased. Therefore, it is important to test for stationarity before conducting the analysis.

- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, first aid, to expenses incurred with respect to BODILY INJURY, sickness, disease or death resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL and arising out of the operation of a NUCLEAR FACILITY by any person or organization.
- C. Under any Liability Coverage, to injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE resulting from HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if:
1. The NUCLEAR MATERIAL is at, or has been discharged or dispersed from any NUCLEAR FACILITY owned by, or operated by or on behalf of, an INSURED; or
 2. The NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE and was at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an INSURED; or
 3. The injury, sickness, disease, death or destruction, BODILY INJURY or PROPERTY DAMAGE arises out of the furnishing by an INSURED of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to injury to or destruction of property at such NUCLEAR FACILITY, PROPERTY DAMAGE to such NUCLEAR FACILITY and any property thereat.

As used in this Endorsement:

- A. HAZARDOUS PROPERTIES mean radioactive, toxic or explosive properties.
- B. NUCLEAR FACILITY means:
1. Any NUCLEAR REACTOR;
 2. Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing SPENT FUEL, or (c) handling, processing or packaging WASTE;
 3. Any equipment or device used for the processing fabricating or alloying of SPECIAL NUCLEAR MATERIAL, if at any time the total amount of such material in the custody of the INSURED at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or
 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE including the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- C. NUCLEAR MATERIAL means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, or BY-PRODUCT MATERIAL.
- D. NUCLEAR REACTOR means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- E. SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, and BY-PRODUCT MATERIAL have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- F. SPENT FUEL means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR.
- G. WASTE means any waste material: (a) containing BY-PRODUCT MATERIAL other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its SOURCE MATERIAL content, and (b) resulting from the operation by any person/organization of any NUCLEAR FACILITY included in the first two paragraphs of NUCLEAR FACILITY.

With respect to injury to or destruction of property, the word injury or the word destruction includes all forms of radioactive contamination of property. PROPERTY DAMAGE also includes all forms of radioactive contamination of property.

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D. GENERAL CONDITIONS

1. **Actions Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, each INSURED has fully complied with all of the provisions of this Policy, or until the amount of the INSURED'S obligation to pay shall have been finally determined either by written agreement of the INSURED or by judgment against the INSURED after actual trial and appeal has been concluded.

Any person, organization or legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED liability, nor shall the Company be impleaded by the INSURED or his legal representative.
2. **Additional Premiums:** If, during this POLICY PERIOD, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.
3. **Assignment:** This Policy may not be assigned and shall be void if assigned or transferred without prior written consent of the Company.
4. **Bankruptcy or Insolvency:** Bankruptcy or Insolvency of the INSURED or of the INSURED estate shall not relieve the Company of any of its obligations hereunder.
5. **Cancellation:** This Policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing written notification stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company for any reason, by mailing to the NAMED INSURED at the address shown in the Policy, written notification not less than 60 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. Proof of mailing of such notification shall be sufficient proof of notification. The time of surrender or the effective date and hour of cancellation stated in the notification shall become the end of the POLICY PERIOD. Delivery of such written notification either by the NAMED INSURED or by the Company shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company shall be entitled to cancel for non-payment of premium should monies, including, but not limited to premium, fees, or deductibles, be owed on any current or past policy by any NAMED INSURED to the Company. The Company shall be entitled to retain any unearned premium toward such monies owed.
6. **Changes:** Notification to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.
7. **Choice of Law:** The policy shall be governed and construed in accordance with the laws of the State of New York, without giving effect to conflict of law rules.
8. **Coverage Territory.** This Policy applies to CLAIMS made:
 - a. In the United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph A above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - i. Goods or products made or sold by the INSURED in the territory described in Paragraph a. above; or ii. The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business.provided the insured's responsibility to pay damages is determined in a CLAIM on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

1. The first group of people, who are interested in the results of the work of the organization, are the shareholders. They have the right to elect the members of the Board of Directors and to receive dividends. They also have the right to participate in the management of the organization.
2. The second group of people, who are interested in the results of the work of the organization, are the creditors. They have the right to receive interest on the loans they have provided to the organization. They also have the right to participate in the management of the organization.
3. The third group of people, who are interested in the results of the work of the organization, are the employees. They have the right to receive wages and benefits. They also have the right to participate in the management of the organization.
4. The fourth group of people, who are interested in the results of the work of the organization, are the customers. They have the right to receive goods and services. They also have the right to participate in the management of the organization.
5. The fifth group of people, who are interested in the results of the work of the organization, are the government. They have the right to regulate the activities of the organization. They also have the right to participate in the management of the organization.
6. The sixth group of people, who are interested in the results of the work of the organization, are the community. They have the right to receive information about the activities of the organization. They also have the right to participate in the management of the organization.
7. The seventh group of people, who are interested in the results of the work of the organization, are the suppliers. They have the right to receive payment for the goods and services they provide to the organization. They also have the right to participate in the management of the organization.
8. The eighth group of people, who are interested in the results of the work of the organization, are the competitors. They have the right to receive information about the activities of the organization. They also have the right to participate in the management of the organization.
9. The ninth group of people, who are interested in the results of the work of the organization, are the media. They have the right to receive information about the activities of the organization. They also have the right to participate in the management of the organization.
10. The tenth group of people, who are interested in the results of the work of the organization, are the public. They have the right to receive information about the activities of the organization. They also have the right to participate in the management of the organization.

9. **Declarations and Representations:** By acceptance of this Policy, the NAMED INSURED agrees that the statements contained in the Application for insurance, all supplemental materials, CLAIM information and any other information including submitted to the Company, including but not limited to the aforementioned, are accurate and complete at the time such information was reported. All submitted information comprise the INSURED'S agreements and representations, and knowledge that this Policy is issued in reliance upon the truth of such representations and that this Policy Declarations, Provisions, and Endorsements embody all agreements existing between all INSUREDS and the Company and supersede any prior express or implied agreements relating to this Policy.

The NAMED INSURED acknowledges and agrees that the Application and any other information submitted by the NAMED INSURED is incorporated into, and is part of, this Policy. The NAMED INSURED also acknowledges and agrees that the representations and warranties contained in the Application or in any other information submitted by the NAMED INSURED in an effort to procure this Policy, are complete, true and correct and that the Company issued this Policy in specific reliance upon the representations and warranties contained in the Application and in any other information submitted by the NAMED INSURED.

10. **Independent Counsel:** In the event the INSURED is entitled by law to select independent counsel to defend the INSURED at the Company's expense, the attorney fees and all other litigation expenses the Company must pay to that counsel are limited to the rates the Company actually pays to counsel the Company retains in the ordinary course of business in the defense of a similar CLAIM or in the community where the CLAIM arose or is being defended.

Additionally, the Company may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency, including experience in defending CLAIMS similar to the one pending against the INSURED and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the INSURED agrees that counsel will timely respond to the Company's requests for information regarding the CLAIM. Furthermore, the INSURED may at any time, by its signed consent, freely and fully waive its right to select independent counsel.

11. **Inspection and Audit:** Any of the Company's authorized representatives shall have the right and opportunity, but not the obligation, when the Company so desires, to interview persons employed by the INSURED and to inspect at any reasonable time, during the POLICY PERIOD or thereafter, the INSURED'S premises, equipment, operations, COVERED LOCATIONS and all improvements, structures, products, ways, works, machinery and appliances thereon; but neither the Company nor its representatives shall assume any responsibility or duty to the INSURED or to any other party, person or entity, by reason of such right or inspection. Neither the Company's right to make inspections, nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practices or are in compliance with any law, rule or regulation. The NAMED INSURED agrees to provide access to appropriate personnel to assist the Company's representatives during any inspection. The Company shall also have the right to examine or audit any financial records of the NAMED INSURED to inspect for accuracy in reporting income or revenue as represented and warranted in the Application. Premium audits may be processed as a result of such inspection, after any policy expires or is terminated. Premium adjustment calculations shall determine additional premiums due, if any, and shall not result in any mid-term downward adjustment of premium.

12. **Material Change in Risk:** The INSURED must endeavor to notify the Company, in writing, of any change in operations which materially increases the risk from that originally assumed by the Company at Policy inception. Any failure by the INSURED to notify the Company may void all additional risk presented to the Company, if that failure to notify the Company presents additional exposure that the company has not had the opportunity to assess or receive due consideration for. The Company reserves the right to rescind all coverage offered under this policy, accordingly.

The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, and the Bureau of Reclamation, regarding the land ownership and management of the area described in the preceding paragraph.

[illegible]

United States Government Printing Office : Washington, D.C. 20540

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20540

GPO : 1976 O - 380-000

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a copy of the original letter, and is signed by the President. The letter is addressed to the Congress, and is dated January 1, 1861. The letter is a copy of the original letter, and is signed by the President. The letter is addressed to the Congress, and is dated January 1, 1861.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a formal communication, and it is written in a very formal and dignified style. The President begins by addressing the Congress, and then he proceeds to discuss the state of the Union. He mentions the progress of the country, and he also mentions the challenges that the country is facing. He ends the letter by expressing his confidence in the Congress, and he signs the letter with his name.

2. The second part of the document is a letter from the Secretary of the Treasury to the Congress, dated January 1, 1861. It is a formal communication, and it is written in a very formal and dignified style. The Secretary begins by addressing the Congress, and then he proceeds to discuss the state of the Treasury. He mentions the progress of the Treasury, and he also mentions the challenges that the Treasury is facing. He ends the letter by expressing his confidence in the Congress, and he signs the letter with his name.

3. The third part of the document is a letter from the Secretary of the Interior to the Congress, dated January 1, 1861. It is a formal communication, and it is written in a very formal and dignified style. The Secretary begins by addressing the Congress, and then he proceeds to discuss the state of the Interior. He mentions the progress of the Interior, and he also mentions the challenges that the Interior is facing. He ends the letter by expressing his confidence in the Congress, and he signs the letter with his name.

4. The fourth part of the document is a letter from the Secretary of the War to the Congress, dated January 1, 1861. It is a formal communication, and it is written in a very formal and dignified style. The Secretary begins by addressing the Congress, and then he proceeds to discuss the state of the War. He mentions the progress of the War, and he also mentions the challenges that the War is facing. He ends the letter by expressing his confidence in the Congress, and he signs the letter with his name.

5. The fifth part of the document is a letter from the Secretary of the Navy to the Congress, dated January 1, 1861. It is a formal communication, and it is written in a very formal and dignified style. The Secretary begins by addressing the Congress, and then he proceeds to discuss the state of the Navy. He mentions the progress of the Navy, and he also mentions the challenges that the Navy is facing. He ends the letter by expressing his confidence in the Congress, and he signs the letter with his name.

The purpose of this study was to determine the effect of the use of the
 computer on the performance of the students in the classroom. The study was
 conducted in a classroom where the students were using the computer for
 the first time. The results of the study showed that the use of the
 computer had a positive effect on the performance of the students. The
 students who used the computer showed a higher level of achievement than
 the students who did not use the computer. The study also found that the
 students who used the computer showed a higher level of motivation and
 a higher level of participation in the classroom. The study concluded that
 the use of the computer in the classroom is a positive experience for the
 students and it can be used to improve the performance of the students.

13. **Mediation and Deductible Credit:** If the INSURED and the Company agree to use Mediation to resolve a covered CLAIM, and is completely resolved by such Mediation, the INSURED's Deductible obligation will be reduced by 75%, subject to a maximum monetary reduction of \$35,000. For the purpose of this paragraph, Mediation means a non-binding process where a neutral panel of individuals assist the parties to reach their own settlement. When this occurs, we will reimburse the NAMED INSURED as soon as practical for any qualifying deductible amount which was already paid by the NAMED INSURED prior to the Mediation.
14. **Minimum Earned Premium:** If this Policy is cancelled at the request of any NAMED INSURED, the total retained by the Company shall not be less than 25.00%.
15. **Nonrenewal:** The Company may non-renew this Policy by mailing or delivering to the NAMED INSURED at the address stated on the Declarations Page, or any endorsement amending the Declarations Page, written notice of nonrenewal at least sixty (60) days before the expiration date of this Policy. The offer of Policy terms, conditions or premium different than those in effect prior to renewal, shall not constitute non-renewal.
16. **Other Insurance:**
Commercial General Liability Coverage Only:
- a. **Primary Insurance:** This insurance is primary except when b. below applies.
 - b. **Excess Insurance:**
 - (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) If the loss arises out of the maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion g. of Coverage A (SECTION I); or
 - (e) That is valid and collectible insurance available to you under any other policy.
 - (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
 - (3) When this insurance is excess over other insurance, we will pay only the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all other insurance.

If a loss occurs involving two or more policies, each of which states that its insurance will be excess, then our policy will contribute on a pro rata basis.

All Other Coverage Parts except the Environmental Impairment Liability Coverage Part: If any part of either LOSS or CLAIMS EXPENSE are covered under this Policy and any other valid and collectible current, prior or subsequent Policy(ies) issued by any other insurer, this Policy shall provide coverage for such LOSS or CLAIMS EXPENSE on a pro rata basis with such other policy according to the applicable Limits of Liability of the applicable Coverage Part and such other policy. This coverage shall apply on an excess basis over any and all Project Specific Policies.

This insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the INSURED while acting as a self-insured for any coverage. The INSURED shall promptly upon the request of the Company provide the Company with copies of all policies potentially applicable against the liability to which this Policy applies.

The Company's obligation to make any payment for TRANSPORTATION shall be on an excess and non-contributory basis over any other primary and excess insurance available to the INSURED, whether collectible or not.

17. **Primary Non-Contributory:** Except as otherwise specified herein, this Policy shall be considered primary to any similar insurance held by third parties with respect to "your work," YOUR SERVICES and PROFESSIONAL SERVICES performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which person(s) or organizations(s) as referenced above may have, is excess and non-contributory to this insurance.
18. **Severability:** Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Policy to the NAMED INSURED, this insurance applies as if each NAMED INSURED were the only NAMED INSURED and separately to each INSURED against whom a CLAIM is made. Notwithstanding the foregoing, where no coverage is afforded under this policy to the NAMED INSURED, no coverage is afforded to any INSURED under this policy.
19. **Sole Agent:** The NAMED INSURED first listed in the Declarations shall be deemed agent of, and act on behalf of, all other INSUREDS, if any, with respect to all matters involving this policy, including the payment or return of premium, payment of all deductibles, receipt and acceptance of any endorsement issued to form a part of the Policy, giving and receiving notification of cancellation or non-renewal, and the exercise the Policy of the rights provided in the Extended Reporting Period clause, if applicable. The Company shall have the right to seek indemnification from any INSURED or any other person who may be legally liable for the debts of the NAMED INSURED.
20. **Transfer or Recovery Rights:** If the Company pays any amount or incurs CLAIM EXPENSE under this Policy, the Company shall be subrogated to the rights of recovery of each INSURED, against any person, firm or organization. All INSUREDS shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, including without limitation, assignment of the INSURED rights against any person or organization on account of which the Company made payment or incurred coverage expense under this Policy. The INSURED shall do nothing to waive or prejudice such rights either prior or subsequent to any CLAIM.
21. **Transfer of the NAMED INSURED'S Rights and Duties:** The NAMED INSURED'S rights and duties under this policy may not be transferred without the Company's written consent except in the case of death of an individual NAMED INSURED. If an individual NAMED INSURED dies, their rights and duties will be transferred to the NAMED INSURED'S legal representative, but only while acting within the scope of duties as the NAMED INSURED'S legal representative. Until the NAMED INSURED'S legal representative is appointed, anyone having proper temporary custody of the NAMED INSURED'S property will have the NAMED INSURED'S rights and duties, but only with respect to that property.
22. **Waiver of Subrogation:** The Company waives any right of recovery it may have against any person(s) or organization(s) to whom the NAMED INSURED agrees, in a written contract, to provide a waiver of subrogation because of payments the Company makes for injury or damage arising out of the YOUR SERVICES done under a contract with that person or organization. This status exists only for the project specified in that contract. Under no circumstances shall this provision act to extend the policy period, change the scope of coverage, or increase the Aggregate Limits of Insurance scheduled in the VIRTUE PLEDGE Package Policy Declarations or in any Supplemental Declarations. This paragraph shall not apply to the Environmental Impairment Liability Coverage Part.

Awalt Office

From: Zendejas, Maribel <zendejasm@countyofmonterey.gov>
Sent: Tuesday, March 04, 2025 2:00 PM
To: Awalt Office
Subject: Request for Insurance for County of Monterey Amendment No. 3
Attachments: Monterey County Insurance Requirements.pdf; N. Rex Awalt Corp dba Aqua Engineering Amd 3_Partially Signed.pdf

Importance: High

Good afternoon,

Thank you for taking the time to speak with me. Please find the Monterey County Insurance Requirements in the attachment. The required language is listed below, and appears under number 4 of the document.

I am also attaching a copy of the partially executed Amendment No. 3.

4. The following language requirements are mandatory:

- Commercial General Liability and Auto Liability policies shall include endorsements naming "The County of Monterey, Its Officers, Agents and Employees" as an additional insureds.

AND either of the following:

- Endorsements for both General Liability and Auto Liability policies shall state that the Contractor's insurance is "primary" and the County of Monterey is "non-contributory".
----- OR -----
- A copy of the policy (with policy number printed on it) which states that if required by written contract, the insurance shall be "primary" and the Additional Insured shall be "non-contributory".

If you can email the certificate of insurance just as soon as possible that will be greatly appreciated.

Thank you,



Maribel Zendejas
Management Analyst II
Department of Public Works, Facilities and Parks
O: (831) 755-5304
Zendejasm@countyofmonterey.gov

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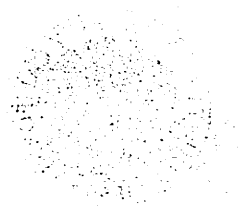
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23. **Claim and Loss Apportionment.** If a Claim made against an Insured includes both covered and uncovered allegations, or is made against an Insured and others not insured, the Insured and the Company recognize that there must be an allocation between covered and uncovered Claim Expenses and Loss payments, if any. The Insured and the Company shall use good faith efforts to agree upon a fair allocation between covered and uncovered Claims, Claim Expenses, and Loss taking into account the relative legal and financial exposures, and the relative benefits obtained in connection with the defense and/or settlement of the Claim by the Insured or others.
- a. If the Insured and the Insurer are unable to agree on the amount of the allocation, then the Company shall pay only those amounts (excess of the Deductible) which the Company deems to be fair and equitable until a different amount shall be agreed upon or determined pursuant to the terms of this Policy.
 - b. The Company may advance Claims Expenses and or Loss and pursuant to this paragraph prior to the final disposition of any such Claim, provided such Claim is covered by this Policy. Any such advance shall be on the condition that:
 - (1) the appropriate Deductible has been satisfied; and
 - (2) any amounts advanced by the Company shall serve to reduce the Limit of Liability stated in the Declarations to the extent they are not in fact repaid; and
 - (3) the Insured and the Company have agreed upon the portion of the Claims Expenses or Loss attributable to covered Claims against the Insureds; provided, however, if no agreement, the Company shall pay Costs of Defense as specified herein; and
 - (4) in the event it is finally established that the Company has no liability under the Policy for such Claim, the Insured will repay the Company all Claims Expenses and/or Loss advanced by virtue of this provision.

All other policy terms and conditions shall remain the same.

PLEASE READ THIS ENDORSEMENT CAREFULLY AND COMPLETELY. THIS ENDORSEMENT CHANGES THE POLICY. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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