

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
PAGE & TURNBULL, INC.**

**THIS AMENDMENT NO. 3** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Page & Turnbull, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on December 20, 2013 to provide an Adaptive Reuse Feasibility Study for the Old County Jail (hereinafter, "Project") pursuant to Request for Proposals (RFP) #10438 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on May 20, 2014 (hereinafter, "Amendment No. 1") to revise the term of the Agreement to January 15, 2014 through August 13, 2014 to conform with the performance period of two hundred ten (210) calendar days and complete work on the Project as required in RFP #10438, and August 11, 2014 (hereinafter, "Amendment No. 2") to further extend the term of the Agreement to November 7, 2014; and

**WHEREAS**, the County directed additions, deletions and revisions to Task 4, Re-Use Feasibility Analysis, and additions to Task 5, Administrative Draft Study, to provide broader analysis of reuse alternatives for the Project; and

**WHEREAS**, the Parties have negotiated a budget to complete the additions, deletions, and revisions to Task 4 and additions to Task 5 for the Project as included in Exhibit A-1, Scope of Services/Payment Provisions, of this Agreement; and

**WHEREAS**, additional funding is necessary; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$14,660 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend the first sentence of Paragraph 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 and A-1 in conformity with the terms of this Agreement.
2. Amend Paragraph 2, "Payments by County", to read as follows:  
  
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, 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 \$134,360.
3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
4. Delete Proposed Project Fees on Page 7 of Exhibit A – Scope of Services/Payment Provisions of Agreement.
5. In all places within the Agreement, any reference to Proposed Project Fees on Page 7 of Exhibit A – Scope of Services/Payment Provisions is hereby replaced with Revised Proposed Project Fees on Page 3 of Exhibit A-1 – Scope of Services/Payment Provisions.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: Debra Bayard  
Contracts/Purchasing Officer  
Debra Bayard MS  
Deputy Purchasing Agent  
County of Monterey  
Date: 10/7/14

Approved as to Form and Legality  
Office of the County Counsel

By: Cynthia L. Olson  
Deputy County Counsel  
Date: 8-26-14

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller  
Date: 8-26-14

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

CONTRACTOR\*

Page & Turnbull, Inc.  
Contractor's Business Name  
By: [Signature]  
(Signature of Chair, President or Vice President)  
Its: J. GORDON TURNBULL,  
PRESIDENT  
(Print Name and Title)  
Date: August 25, 2014

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

Its: Carolyn Kiernat, Secretary  
(Print Name and Title)  
Date: Aug 25, 2014

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

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: Debra Bayard  
Contracts/Purchasing Officer  
Debra Bayard, MS  
Deputy Purchasing Agent  
County of Monterey  
Date: 10/22/14

Approved as to Form and Legality  
Office of the County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

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

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

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

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_  
Risk Management

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

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

CONTRACTOR\*

Page & Turnbull, Inc.  
Contractor's Business Name

By: J. Gordon Turnbull  
(Signature of Chair, President or Vice President)

Its: J. GORDON TURNBULL,  
PRESIDENT  
(Print Name and Title)

Date: August 25, 2014

By: Carolyn Kiermat  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Carolyn Kiermat, Secretary  
(Print Name and Title)

Date: Aug 25, 2014

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
Resource Management Agency - Public Works, hereinafter referred to as "County"  
and  
Page & Turnbull, Inc., hereinafter referred to as "CONTRACTOR"  
for the Old County Jail (RFP #10438)

### A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Revise Task 4, SubTask 2.6 to read: Provide broad structural analysis and rough order of magnitude to inform cost estimates. Analysis is only needed for use alternatives that would create office space in the existing structure and have a major impact to cost.

Revise Task 4, SubTask 2.9 to read: Provide site plan, floor plan and building sections and elevations drawings for each of the six alternatives developed. Plans will be conceptual in nature and of adequate detail to describe the alternative.

Delete Task 4, SubTask 3, Programming and Re-use Space Plan for Preferred Re-use Alternative.

Revise Task 4, SubTask 4.1 Change to read: Prepare cost estimates in \$5 million increments, with subtotal costs for demolition, rehabilitation and new construction, as applicable for six alternatives.

Revise Task 4, SubTask 4.2 Change to read: Provide broad structural analysis and rough order of magnitude to inform cost estimates. Analysis is only needed for use alternatives that would create office space in the existing structure and therefore have a major impact to cost.

Delete Task 4, SubTask 5, Development Feasibility Analysis & Secretary's Standards Analysis.

Add Task 5, SubTask 1: Develop and provide analysis of six alternatives in the Administrative Draft, Draft Final and Final Studies.

Add Task 5, SubTask 2: Incorporate County-initiated Decision Matrix and related discussion in the analysis of alternatives for the Administrative Draft, Draft Final and Final Studies.

## EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$14,660 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be performed on a time and materials basis based on the Fee Schedule agreed to by CONTRACTOR under this Agreement and in accordance with the following terms:

Tasks set forth in Section A, Scope of Services, above	\$13,960
Additional Reimbursable Expenses	\$ 700

CONTRACTOR warrants that the costs 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 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

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.

# EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

## Revised Proposed Project Fees

1	<b>Project Initiation, Management and Data Collection</b>	<b>\$16,740</b>	<b>118</b>
	Review Materials Submitted in RFP & 1931 Drawings		
	Submit Draft Project Workplan and Schedule		
	Project Kick-off Meeting and Site Visit #1: Confirm Expectations & Level of Detail Required		
	Site Visit to Confirm Existing Conditions & Photo Documentation		
	Bi-Weekly Go-To-Meetings and Conference Calls with Client		
	Consultant Coordination		
2	<b>Review and Preparation of Technical Studies</b>	<b>\$12,360</b>	<b>96</b>
	Review and Synthesize Previous Studies and Reports		
	Identification of Character-Defining Features and Preparation of Significance Diagrams		
	Identification of Constraints and Opportunities of Site and Building		
	Identify Deficiencies in Previous Studies and Relay to Client		
	Contingency for Additional Analysis or Required Exploratory Demolition*		
	Structural Review of Previous Options		
3	<b>Public Workshops and Presentation Materials</b>	<b>\$20,500</b>	<b>160</b>
	Create Public Involvement Plan		
	Prepare Graphic Materials and Presentation Boards that Describe the Options		
	Workshop #1: Summary of Pros and Cons for Each Option		
	Identify Preferred Option and Address Client Comments		
	Workshop #2: Summary of Pros & Cons and Preservation Issues for Preferred Option		
	Address Client Comments		
4	<b>Re-Use Feasibility Analysis and Administrative Draft Study</b>	<b>\$53,840</b>	<b>423</b>
	Recommendations for Repair, Stabilization, or Rehabilitation		
	Programming and Re-use Space Plan for Re-use Alternative		
	Secretary of the Interior's Standards Analysis		
	Assess Existing Constraints		
	Provide Broad Structural Analysis		
	Code Analysis		
	Financial Feasibility Analysis		
	Refine Study: Programming, Code Issues, Rehabilitation Issues		
	Graphic Production of Perspective, Elevations, Final Revisions to Drawings for Six Alternatives		
	Provide Cost Estimate in \$5M Increments		
	Assemble, Produce, Distribute Administrative Draft Study		
	Review Period		
5	<b>Draft Final Re-Use Feasibility Study</b>	<b>\$17,600</b>	<b>147</b>
	Develop and Provide Analysis of Six Alternatives		
	On-Site Meeting to Discuss Administrative Draft Study		
	Comment Log and Response to Administrative Draft Study Comments		
	Incorporate Client Comments		
	Incorporate Decision Matrix		
	Assemble, Produce, Distribute Draft Final Re-Use Feasibility		
6	<b>Final Re-Use Feasibility Study</b>	<b>\$5,060</b>	<b>42</b>
	Comment Log and Response to Draft Final Re-Use Feasibility Comments		
	Incorporate Final Comments		
	Issue Final Re-use Analysis		
E	Subtotal Fee and Hours	<b>\$126,100</b>	<b>986</b>
	<b>Expenses</b>		
	*Contingency: Additional Studies (Not Included in Total Fee, assume \$15,000)		
	Transportation; Lodging, Meals, Materials; and Reproduction	<b>\$8,260</b>	
	<b>Total Fee &amp; Expenses and Hours</b>	<b>\$134,360</b>	<b>986</b>



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SH

DATE (MM/DD/YYYY)

07/29/2014

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

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

<b>PRODUCER</b> Sweet & Baker Ins. Brokers Inc 44 Second Street San Francisco, CA 94105-3440 Bruce Baker		<b>CONTACT NAME:</b> Sheila Moore <b>PHONE (A/C, No, Ext):</b> 415-512-2117 <b>FAX (A/C, No):</b> 415-512-1115 <b>E-MAIL ADDRESS:</b> smoores@sweetandbaker.com <b>PRODUCER CUSTOMER ID #:</b> PAGET-1	
<b>INSURED</b> Page & Turnbull, Inc. Attn: Holly Ames 1000 Sansome Street #200 San Francisco, CA 94111	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Travelers Prop. Casualty Co/Am		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	6806001L45ATIL13	09/15/2013	09/15/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	BA6001L47313	09/15/2013	09/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUP9264N48A1347	09/15/2013	09/15/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 2500					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	XJUB3624T49A14	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
County of Monterey, its Officers, Agents and Employees, is named Additional Insured as respects work performed by Named Insured per attached CAT4420409 and CGD3820907. Evidence of Workers Compensation  
\*10 days notice for non-payment of premium applies.

**CERTIFICATE HOLDER**

MONTER1

County of Monterey  
Contracts/Purchasing Division  
168 West Alisal St., 3rd floor  
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

*Sheila Moore* Sheila Moore  
415-512-2117



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SH

DATE (MM/DD/YYYY)

10/02/2014

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.

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**PRODUCER**

Sweet & Baker Ins. Brokers Inc  
44 Second Street  
San Francisco, CA 94105-3440  
Bruce Baker

**CONTACT NAME:**

Sheila Moore

**PHONE**

(A/C, No, Ext): 415-512-2117

**FAX**

(A/C, No): 415-512-1115

**E-MAIL ADDRESS:**

smoore@sweetandbaker.com

**PRODUCER**

CUSTOMER ID #: PAGET-1

**INSURED**

Page & Turnbull, Inc.  
Attn: Holly Ames  
1000 Sansome Street #200  
San Francisco, CA 94111

**INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A: Travelers Prop. Casualty Co/Am

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6806001L45ATCT14	09/15/2014	09/15/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BA6001L47314	09/15/2014	09/15/2015	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 <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 2500			CUP9264N48A1447	09/15/2014	09/15/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XJUB3624T49A14	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
County of Monterey, its Officers, Agents and Employees, is named Additional Insured as respects work performed by Named Insured per attached CAT4420409 and CGD3820907. Evidence of Workers Compensation

**CERTIFICATE HOLDER**

MONTER1

County of Monterey  
Contracts/Purchasing Division  
168 West Alisal St., 3rd floor  
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**

*Sheila Moore* Sheila Moore  
415-512-2117

POLICY NUMBER: 680-6001L45A-TCT-14

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 08-20-14

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

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

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

### **SCHEDULE**

**NAME OF PERSON(S) OR ORGANIZATION(S):**  
THE COUNTY OF MONTEREY, ITS OFFICERS,  
AGENTS, AND EMPLOYEES

**PROJECT/LOCATION OF COVERED OPERATIONS:**  
OPERATIONS OF THE NAMED INSURED

### **PROVISIONS**

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

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

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

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

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

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

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

POLICY NUMBER: BA-6001L473-14-GRP

COMMERCIAL AUTO  
ISSUE DATE: 07-24-14

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

## **ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

### **SCHEDULED PERSONS OR ORGANIZATIONS**

THE COUNTY OF MONTEREY,  
IT'S OFFICERS, AGENTS AND  
EMPLOYEES  
168 WEST ALISAL STREET, 3RD FL  
SALINAS, CA 93901

### **PROVISIONS**

**A. The following is added to Paragraph c. in A. 1.,  
Who Is An Insured, of SECTION II-LIABILITY  
COVERAGE:**

Any person or organization shown above 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 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. The following is added to Paragraph 5., Other  
Insurance, in B. General Conditions of SEC-  
TION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled 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, requires this insurance to be primary and non-contributory.