

**AMENDMENT NO. 8
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WESTERN OILFIELDS SUPPLY COMPANY DBA RAIN FOR RENT**

THIS AMENDMENT NO. 8 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Western Oilfields Supply Company dba Rain for Rent (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on April 28, 2016 (hereinafter, “Agreement”) to provide labor and/or equipment rental for common storm water pumping system elements required for storm water pumping projects (hereinafter, “services”) as needed by the County of Monterey, Department of Public Works, Facilities, & Parks through September 30, 2017 for an amount not to exceed \$10,000; and

WHEREAS, Agreement was amended by the Parties on September 13, 2017 (hereinafter, “Amendment No. 1”, including Exhibit A-1, Revised Rate Sheet) to extend the term for three (3) additional years through September 30, 2020, to update the Rate Sheet effective October 1, 2017, and to increase the amount by \$30,000 which resulted in a total not to exceed amount of \$40,000; and

WHEREAS, Agreement was amended by the Parties on September 28, 2020 (hereinafter, “Amendment No. 2”) to extend the term for seven (7) additional months through April 30, 2021 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 25, 2021 (hereinafter, “Amendment No. 3”) to extend the term for one (1) additional year through April 30, 2022 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on April 29, 2022 (hereinafter, “Amendment No. 4”) to update provisions, to extend the term for six (6) additional months through October 30, 2022, and to increase the amount by \$60,000 which resulted in a total not to exceed amount of \$100,000; and

WHEREAS, Agreement was amended by the Parties on October 31, 2022 (hereinafter, “Amendment No. 5”, including Exhibit A-2 – Revised Rate Sheet) to update the Revised Rate Sheet effective October 31, 2022 and to extend the term for eight (8) additional months through June 30, 2023 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 21, 2023 (hereinafter, “Amendment No. 6”, including Exhibit B – Federal Emergency Management Agency

Provisions) to extend the term for ten (10) additional months through April 30, 2024 and to increase the amount by \$85,000 which resulted in a total not to exceed amount of \$185,000; and

WHEREAS, Agreement was amended by the Parties on August 10, 2023 (hereinafter, “Amendment No. 7”) to increase the amount by \$165,000 which resulted in a total not to exceed amount of \$350,000 with no extension to the term; and

WHEREAS, the provisions of the Agreement require an update; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to update the provisions and to extend the term for one (1) additional year to April 30, 2025 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 8.

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

1. Amend the first sentence of Section 3.01 under Paragraph 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from May 1, 2016 to April 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 9.03, “Insurance Coverage Requirements”, of Paragraph 9.0, “Insurance Requirements”, to read as follows:

Insurance Coverage Requirements: Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not

applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the CONTRACTOR is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

3. Amend Section 9.04, “Other Requirements”, of Paragraph 9.0, “Insurance Requirements”, to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 8 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 8 are incorporated into the Agreement and this Amendment No. 8.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 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

DocuSigned by:
By: Debra Wilson
7B741937AA0D41B...
Its: dw
(Print Name and Title)

Date: 3/29/2024 | 9:47 AM PDT

Approved as to Form
Office of the County Counsel
Susan K. Blitch, Acting County Counsel

DocuSigned by:
By: Michael J. Whilden
0F98C5BE9B6F27A...
Michael J. Whilden
Deputy County Counsel

Date: 3/28/2024 | 1:36 PM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Its: Patty Ruiz / Auditor Controller Analyst I
(Print Name and Title)

Date: 3/29/2024 | 8:01 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blitch, Acting County Counsel

By: _____
David Bolton
Risk Manager

Date: _____

CONTRACTOR*
Western Oilfields Supply Company
dba Rain for Rent

DocuSigned by:
By: Paul Harrington
BB7A8638B21A49F...
Its: Paul Harrington, President/CEO
(Print Name and Title)

Date: 3/28/2024 | 7:35 AM PDT

DocuSigned by:
By: David Schisler
EA06E7B29E26418...
Its: David Schisler, Assistant Corporate Secretary
(Print Name and Title)

Date: 3/28/2024 | 7:08 AM PDT

*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)
9/22/2023

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 McGriff Insurance Services 500 President Clinton Ave., Suite 400 Little Rock, AR 72201	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Rhonda Allen</td> </tr> <tr> <td>PHONE (A/C No. Ext): 501-661-4881</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: rhonda.allen@mcgriff.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: AIG Specialty Insurance Company</td> <td style="text-align: right;">NAIC # 26883</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co Pittsburgh PA</td> <td style="text-align: right;">19445</td> </tr> <tr> <td>INSURER C: AIU Insurance Company</td> <td style="text-align: right;">19399</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Rhonda Allen		PHONE (A/C No. Ext): 501-661-4881	FAX (A/C, No):	E-MAIL ADDRESS: rhonda.allen@mcgriff.com		INSURER(S) AFFORDING COVERAGE		INSURER A: AIG Specialty Insurance Company	NAIC # 26883	INSURER B: National Union Fire Ins Co Pittsburgh PA	19445	INSURER C: AIU Insurance Company	19399	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Western Oilfields Supply Co DBA Rain for Rent, Branch 35 3404 State Road Bakersfield CA 93308																					

COVERAGES **CERTIFICATE NUMBER:** 76443834 **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 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EG7172346	10/1/2023	10/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA7568925 (AOS) CA7568927 (MA)	10/1/2023 10/1/2023	10/1/2024 10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC49154408 (AOS) WC1647450 (CA)	10/1/2023 10/1/2023	10/1/2024 10/1/2024	<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

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

 County of Monterey Standard Agreement

CERTIFICATE HOLDER County of Monterey 168 West Alisal Street 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 John Pierron
-------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: RAINF-1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY McGriff Insurance Services		NAMED INSURED Western Oilfields Supply Co DBA Rain for Rent, Branch 35 3404 State Road Bakersfield CA 93308	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: County of Monterey

ADDRESS: 168 West Alisal Street 3rd Floor Salinas CA 93901

The County of Monterey, Its Officers, Agents and Employees are Additional Insured in regard to General Liability and Automobile Liability on a Primary and Noncontributory basis as required by written contract.

ENDORSEMENT NO. 14

This endorsement, effective 12:01 AM, 9/22/2023

Forms a part of Policy No: EG7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY**, it is hereby agreed that **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured(s) the person(s) or organization(s) shown in the Schedule below, but only with respect to liability arising out of **your work** at the location designated and described in the Schedule below performed for that additional insured(s) and included in the **products-completed operations hazard**.

SCHEDULE

Name of Additional Insured person(s) or Organization(s):

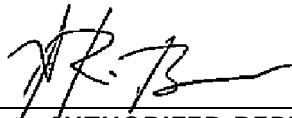
Any party for whom Western Oilfields Supply Company is required to provide additional insured status through use of the Insurance Services office CG 2010 (11-85) edition or its equivalent in a contract, subcontract, purchase order, master services agreement or other written agreement

Location and Description of Completed Operations:

All locations at which the named insured is conducting operations on behalf of the additional insured

The County of Monterey, Its Officers, Agents and Employees

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

110669 (02/12)
CI5144

ENDORSEMENT NO. 13

This endorsement, effective 12:01 AM, 9/22/2023

Forms a part of Policy No: EG7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

SCHEDULE

Name of Person(s) or Organization(s):

See Additional Information Section III

The County of Monterey, Its Officers, Agents and Employees

It is hereby agreed that:

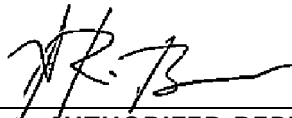
- I. Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY, SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability arising out of your ongoing operations for that insured.
- II. Solely with respect to the insurance afforded to these additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

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

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

ENDORSEMENT NO.15

This endorsement, effective 12:01 AM: 10/1/2023

Forms a part of policy no.: EG7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

**COVERAGES A, B, C AND E ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY -
DESIGNATED PERSON(S) OR ORGANIZATION(S) ENDORSEMENT**

It is hereby agreed as follows, solely as respects the designated person(s) or organization(s), Coverages A, B, C and E, **SECTION II - WHO IS AN INSURED, Item 4** is deleted in its entirety and replaced with the following:

Each of the following is an insured under Coverages A, B, C and E:

4. Except as respects to Coverage E-4, the designated person or organization scheduled below with whom you agreed to include as an insured, because of a written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to a loss but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, **your work**, equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

As respects vendors, this insurance does not apply to:

- a. **Bodily injury, property damage or environmental damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
- b. Any express warranty unauthorized by you,
- c. Any physical or chemical change in the product made intentionally by the vendor,
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,

The County of Monterey, Its Officers, Agents and Employees

ENDORSEMENT NO. 15 (Continued)

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
- h. **Bodily injury, property damage or environmental damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f. above, or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

As respects a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver, this insurance does not apply to:

(1) Any occurrence which takes place after the equipment lease expires or you cease to be a tenant.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

SCHEDULED ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)

Blanket - As required by written contract, written agreement, permit, written purchase order, or written certificate of insurance specifications that are entered into or agreed upon prior to a loss.

As respects the coverage afforded to the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO. 18

This endorsement, effective 12:01 AM: 10/1/2023

Forms a part of policy no.: EG7172346

Issued to: WESTERN OILFIELDS SUPPLY COMPANY

By: AIG Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION, NONRENEWAL, OR COVERAGE REDUCTION TO ENTITIES
OTHER THAN THE NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed that the following is added to **SECTION IV - CONDITIONS:**

In the event that we cancel, non-renew or reduce coverage, except for the reduction of policy limits due to the payment of damages, medical expenses, claim expense or loss to this Policy, other than non-payment of premium, and

1. the effective date of the cancellation, non-renewal, or reduction in coverage is prior to this Policy's expiration date,
2. you are under an existing contractual obligation to notify a certificate holder when this Policy is canceled, non-renewed, or has a reduction in coverage (hereinafter, the "Certificate Holder(s)") and have provided to us, either directly or through your broker of record, the email address of a contact at each such entity, and
3. we received this information after you received notice of cancellation, non-renewal, or reduction in coverage of this Policy and prior to this Policy's effective date of cancellation, non-renewal, or reduction in coverage, via an electronic spreadsheet that is acceptable to us,

we will provide advice of cancellation, nonrenewal, or reduction in coverage (the "Advice") via e-mail to each such Certificate Holders within 30 days after you provide such information to us.

Proof of our emailing the Advice, using the information provided by you, will serve as proof that we have fully satisfied our obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy, the cancellation of this Policy, the non-renewal or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

All other terms, conditions and exclusions remain the same.



Authorized Representative

or countersignature (where required by law)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2023 forms a part of

Policy No. CA7568925 (AOS) issued to **WESTERN OILFIELDS SUPPLY COMPANY**

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The County of Monterey, Its Officers, Agents and Employees

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

Insurance Primary as to Certain Additional Insureds

This endorsement, effective 12:01 A.M. 10/1/2023 forms a part of Policy No. CA7568925 (AOS)

issued to Western Oilfields Supply Co by

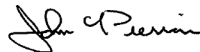
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



AUTHORIZED REPRESENTATIVE

The County of Monterey, Its Officers, Agents and Employees

AS REQUIRED BY WRITTEN CONTRACT

74445 (10-99)

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 10/1/2023 forms a part of

Policy No. CA7568925 (AOS) issued to **WESTERN OILFIELDS SUPPLY COMPANY**

By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative