

Before the Board of Supervisors in and for the  
County of Monterey, State of California

Agreement No.: A- 10864

- a. Approve a Professional Services Agreement with Wood Rodgers, Inc., in an amount not to exceed \$431,390 to provide Phase 1 – Project Report and Environmental Documentation and Phase 2 – Plans, Specifications and Engineer’s Estimate for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Project No. 09-869065; and )
- b. Authorize the Purchasing Manager to execute the Agreement and future amendments that do not significantly alter the scope of work or change the approved Agreement amount. )

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, effective April 17, 2007, the Board hereby:

- a. Approves a Professional Services Agreement with Wood Rodgers, Inc., in an amount not to exceed \$431,390 to provide Phase 1 – Project Report and Environmental Documentation and Phase 2 – Plans, Specifications and Engineer’s Estimate for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Project No. 09-869065; and
- b. Authorizes the Purchasing Manager to execute the Agreement and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED this 17th day of April 2007, by the following vote, to-wit:

AYES: Supervisors Armenta, Salinas, Potter

NOES: None

ABSENT: Supervisors Calcagno and Smith

I, Lew C. Bauman, 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 73 for the meeting on April 17, 2007.

Dated: April 18, 2007

Lew C. Bauman, Clerk of the Board of Supervisors,  
County of Monterey, State of California

By   
Darlene Drain, Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$25,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Wood Rodgers, Inc., (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: Provide Phase 1 – Project Report and Environmental Documentation and Phase 2: Plans, Specifications and Engineer's Estimate as described in Exhibit A to obtain Caltrans approval for State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road .
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 \$ 431,389.64.
3. **TERM OF AGREEMENT.** The term of this Agreement is from April 15, 2007 to October 31, 2008, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall <sup>*use due professional care to*</sup> perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on April 17, 2007

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this

Agreement for good cause, the County may be relieved of the payment of any <sup>unearned</sup> ^ consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due to the CONTRACTOR under this Agreement.

~~8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's~~

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$25,000)**

The following language is inserted to Section 8 of the Professional Services Agreement between the County of Monterey and Wood Rodgers, Inc.:

**8. INDEMNIFICATION**

To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.6, CONTRACTOR shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of CONTRACTOR or its subcontractors), expenses and liabilities of every kind, nature and description (including court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify the County, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, CONTRACTOR shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONTRACTOR's negligence, recklessness, or willful misconduct.

Project ID: Project ID: Wood Rodgers, Inc.  
State Highway 1 Climbing Lane between  
Carmel Valley Road and Rio Road  
RMA - Public Works  
Term: April 15, 2007 - October 31, 2008  
Not to Exceed: \$431,389.64

~~officers, employees, agents and subcontractors.~~ See Page 2A of 8 of the Professional Services Agreement (PSA), Insert to Section 8 of the PSA

## 9. INSURANCE.

9.01. 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, Broadform 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.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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 at all times 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.

## 10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

**11. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13. INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal

and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<u>Dalia M. Mariscal, Management Analyst II</u> Name and Title	<u>Ali A. Hemmati, P.E., Principal</u> Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2 <sup>nd</sup> Floor Salinas, CA 93901	Wood Rodgers, Inc. 3301 C Street, Building 100-B Sacramento, CA 95816
Address	Address
(831) 755-8966	(916) 341-7760
Phone	Phone

15. **MISCELLANEOUS PROVISIONS:**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.  
*Neither party*

15.06. Assignment and Subcontracting. ~~The CONTRACTOR shall not assign, sell, or otherwise~~ *other party*

transfer its interest or obligations in this Agreement without the prior written consent of the ^ County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County.



Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: [Signature]  
Purchasing Manager

Date: 5/10/07

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form

By: Gathyn Paul, Deputy  
County Counsel

Date: March 9, 2007

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: RISK MANAGEMENT 5/12/07  
COUNTY OF MONTEREY

Approved as to Liability Provisions  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: [Signature]  
Risk Management

Date: 3/16/07

Wood Rodgers, Inc.  
Contractor's Business Name\*

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

Timothy R. Crush-VP  
Name and Title

Date: 3/14/07

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

West Ferguson CFO  
Name and Title

Date: 3-14-07

County Board of Supervisors' Agreement Number: A-10864

\*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.

<sup>1</sup>Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### STATE ROUTE 1 TRUCK CLIMBING LANE, RIO ROAD TO CARMEL VALLEY ROAD AND INTERSECTION OPERATIONAL IMPROVEMENTS PROJECT

#### Phase 1 - PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

#### SCOPE OF SERVICES

*Revised 2/28/2007*

The Transportation Agency for Monterey County, with consultation by Wood Rodgers, obtained Caltrans approval of a Project Study Report (PSR) in 2005 that identified a single build alternative to improve the operation of State Route 1 between its intersections with Rio Road and Carmel Valley Road, and to improve traffic operations at those two intersections. The Monterey County Department of Public Works now desires to further develop that project. This scope is intended to outline professional services to further develop this project by obtaining environmental clearance and Caltrans approval to construct these operational improvements. This will involve the development of a Project Report to complete Caltrans requirements for the "Project Approval and Environmental Determination (PA&ED)" phase of project development. It is anticipated that federal funds will not be used for construction of the proposed project. Therefore, the project will need to be environmentally cleared under the California Environmental Quality Act (CEQA), but not the National Environmental Policy Act (NEPA).

The build alternative identified in the PSR would widen SR-1 on the east side to accommodate a truck climbing lane and standard 8-foot-wide shoulders. At the Rio Road intersection, the project would construct a second westbound right-turn lane to northbound SR-1 and a dedicated right-turn lane from southbound SR-1 to westbound Rio Road. The northbound turn lanes approaching the Rio Road intersection would be lengthened, and the dedicated right turn lane would be converted to a shared through/right lane. At the Carmel Valley Road intersection, the northbound SR-1 truck climbing lane would continue through the intersection as shared through/right lane to join the existing northbound truck climbing lane. All through and turn lanes at both intersections would be 12 feet wide. The existing traffic signals at both intersections would be modified as required to accommodate the revised approach lane configurations.

Approximately 568 square feet of County Right of Way will need to be acquired from a single commercial parcel for widening Rio Road on the north side to the east of the intersection. State Route 1 will be widened on the east side within existing State right of way.

The Wood Rodgers Team will prepare the environmental documentation and Project Report to obtain Caltrans approval of the project features through the following tasks:

#### PROJECT MANAGEMENT

This continuous activity commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. We assume that the PA&ED phase of project development will take approximately 14 months. If the actual project duration exceeds this, the scope and budget may need to be modified to include additional project management activities. Key elements of our project management program include regular progress reports and meetings with Monterey County, work progress direction and monitoring, coordination, and communications. All coordination will be with the Monterey County Project Manager. The Wood Rodgers Project Manager will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget. Quality Control is also a part of project management.

*Kick-off and Project Development Team Meetings:* A project kick-off meeting will be scheduled as soon as practical after Notice to Proceed. This meeting should include representatives of Monterey

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road  
Phase 1 - PA&ED Scope of Work Revised 2/28/2007



County, Caltrans District 5, Wood Rodgers, and subconsultants, who will constitute the Project Development Team (PDT). Other organizations (e.g., the Transportation Agency for Monterey County or the Association of Monterey Bay Area Governments) may also attend as appropriate. This meeting will be used to establish lines of communication, review the project scope of work, finalize the schedule, and identify key project goals and issues.

During the PA&ED phase of project development, PDT meetings will be held as required to discuss project issues, work progress, budget status, and key project tasks. A total of six meetings are anticipated during the PA&ED phase. LSA Associates will attend up to five of these meetings, including the project kickoff meeting and four progress meetings. Wood Rodgers will prepare the meeting agendas in consultation with the County's Project Manager and the Caltrans Project Manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five days after the meeting.

*Project Schedule:* Wood Rodgers will develop and maintain a comprehensive Critical Path Method (CPM) schedule for the project development process. A global CPM schedule will be prepared for all tasks necessary to take the project through to Construction. This schedule will be updated once a month or as necessary to show the master schedule and the actual progress schedule. The schedule will be in Gantt format.

*Oversight, Progress Reporting, etc.:* Wood Rodgers' project management program includes regular progress reports, work progress monitoring and cost control, coordination, and communication. This task includes project management for a project schedule of up to 14 months from the Notice to Proceed. If the project schedule exceeds 14 months, the budget may need to be modified accordingly. Wood Rodgers' Project Manager is responsible for providing oversight and the controls necessary to ensure that assignments are completed within the budget and schedule for development of the Environmental Documentation and Project Report for this project. Once project protocol is defined, the Wood Rodgers Project Manager will maintain close contact with the County of Monterey's Project Manager and the members of the Wood Rodgers Project Team. The Project Manager will act as the principal liaison between the County and the Project Team.

Written progress reports will be submitted monthly to the County of Monterey with monthly invoices. These progress reports will present work progress by project activity/task. Progress will be presented by comparison of work hours expended to estimated work product completed and the baseline project schedule. This report will include a discussion of issues requiring action or decisions that may impact project deliverables, schedule and budget, and anticipated work for the following month.

*Quality Assurance/Quality Control:* Quality Assurance (QA) at Wood Rodgers is a project-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing an acceptable level of quality. Quality Control (QC) consists of task specific activities that apply the QA policies at each level to maintain an acceptable level of quality through the application of sound project management, guidance and review.

Prior to the submittal of any draft or final document to the County, a senior staff engineer will complete a QA/QC review. The reviewer will verify that the documents are prepared in conformance with the contract requirements and generally accepted professional standards of engineering. Wood Rodgers' Project Manager has the general responsibility for ensuring that all elements of the QA/QC are complied with, including that adequate resources are available to perform quality work. Each and every team member is responsible for ensuring quality as an integral part of his/her project responsibility. The senior staff review is an additional check, the final QC review prior to making a submittal.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road  
Phase 1 - PA&ED Scope of Work Revised 2/28/2007



Our approach to QA/QC, combined with active coordination early in the analysis and design process with the County and third party interests will ensure that project requirements are met, thus avoiding costly design iterations, contract addenda, and change orders.

### MILESTONE 1 – ENVIRONMENTAL DOCUMENT

#### Milestone Description

The tasks identified below are a slight modification to the work program identified in the Preliminary Environmental Assessment Report (PEAR) prepared by LSA Associates, March 2005. The PEAR defined the proposed environmental scope of services and process for environmental clearance of the project under both CEQA and NEPA. The level of effort is based on a Initial Study (IS) leading to a Mitigated Negative Declaration (MND) as the CEQA document. No clearance under NEPA is now required.

#### Anticipated Environmental Approval

It is anticipated that the environmental documentation necessary for the proposed project will include preparation and processing of an Initial Study (IS) leading to a Mitigated Negative Declaration (MND), evaluating the Build and No Build Alternatives at the same level of detail. This scope of work is based on the following assumptions:

- It is anticipated that Caltrans will serve as the local lead agency for the processing and certification of the MND for the proposed project under CEQA. Monterey County would serve as a responsible agency for the MND.
- Because this project is in the Coastal Zone, review by the California Coastal Commission and issuance of a Coastal Development Permit from the County will be required. The preparation of this permit is not included in this scope of work.
- No other State or federal agencies are assumed at this time to be cooperating agencies on the environmental document.
- The technical studies and environmental document will be formatted consistent with current Caltrans-required formats.

The PEAR (described earlier) also identified a number of technical studies, including air quality, biological resources, cultural resources, floodplain evaluation, hazardous waste initial site assessment, noise, and visual, which may need to be prepared in support of an IS/EA. The environmental work program outlined below is based on LSA's understanding of the proposed project. If the conclusions in any of the technical studies result in the need for higher-level CEQA environmental document, the scope and budget would need to be modified accordingly.

#### **Task 1.1: Environmental Initiation**

LSA will attend a project initiation meeting to discuss the project description, environmental document approach, schedule, and potential issues and impacts related to the proposed project. During this task, LSA will review existing information and participate in a field review of the project site with the County and Caltrans.

Wood Rodgers, as the project engineer, will provide the following items of information to LSA:

1. Preliminary Project Plans
2. Base topographic map

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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3. Vertical aerial photographs (Wood Rodgers will set survey control and field targets and arrange for aerial photography.)
4. Maximum Limits of Disturbance
5. Any technical reports prepared for the project study area such as a Storm Water Data Report, and Traffic Analysis

### Task 1.2: Technical Reports

Based on knowledge of the project, the PSR, and the PEAR, LSA will prepare the technical reports in support of the IS leading to an MND. The technical reports will be prepared in accordance with current Caltrans procedures and guidelines. This level of effort assumes two rounds of Caltrans review, with the first round for major comments and the second round for minor cleanup (i.e., no substantial new work required). This scope and budget for the individual technical studies are based on evaluation of one Build Alternative and the No Build Alternative.

#### Task 1.2.1: Natural Environment Study – Minimal Impact (NES-MI)

LSA will review database records and previous technical literature pertaining to the study area to assist in determining the presence or potential occurrence of sensitive plants, animals, and natural communities within or in the immediate vicinity of the project limits. Federal and State lists of sensitive species and current database records, including the California Department of Fish and Game's *California Natural Diversity Database* and the California Native Plant Society's *Inventory of Rare and Endangered Vascular Plants of California*, will be examined. LSA will also review the list of threatened and endangered species known from the project vicinity provided by the USFWS. The results of the records search and literature review will be summarized in the NES-MI.

The fieldwork for this task will be conducted by qualified LSA biologists in order to document the presence/absence of sensitive biological resources (e.g., species or natural communities) and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present on site, including plants and natural communities, will be mapped. For optimal survey results, LSA recommends conducting the fieldwork in the spring (i.e., April to early June) when feasible. This maximizes the biologists' ability to effectively detect and positively identify sensitive species, particularly plants. Focused, species-specific surveys are not included as part of this scope of work and budget. If such surveys are determined to be necessary based on the initial field work, LSA will provide a scope and budget for that work.

LSA will prepare an NES-MI report in the format/template provided on the current Caltrans Standard Environmental Reference (SER) web site. The NES-MI will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within and immediately adjacent to the project limits and a general description of the plant communities occurring. If any sensitive resources are found on site, LSA will prepare and include in the NES-MI a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. A table describing sensitive species that are present or potentially present will also be provided. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Pursuant to the Caltrans publication *Guidance for Consultants*, permit requirements and recommendations for avoidance and minimization measures will be included in the NES-MI document. Avoidance and minimization measures will be conceptual (i.e., specific restoration plans are not included in this scope and budget). One round of Caltrans review and comment of the NES-MI is anticipated in this scope and budget.

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**Task 1.2.1.1 Jurisdictional Delineation.** This task is not anticipated to be required; therefore, it is not part of this scope of work. If potential jurisdictional areas are discovered to be within the project limits, LSA will notify the team immediately, and a scope and budget amendment will be required to perform the work outlined below.

LSA will conduct a field survey of the project area to identify any areas that are potentially subject to regulatory jurisdiction. If potential jurisdictional areas are identified during the field survey, LSA will conduct a delineation of potential jurisdictional areas, including wetlands, for use primarily by the ACOE and the California Department of Fish and Game (CDFG) as part of their evaluation for permit authorization, in accordance with current ACOE and CDFG guidelines. The results of the delineation will be summarized in a Wetlands/Waters Delineation and Assessment Report in Caltrans format. The jurisdictional delineation will require verification by the ACOE and CDFG. LSA will facilitate one meeting on site with representatives from the resource agencies in order to obtain concurrence of the delineation.

### Task 1.2.2: Air Quality Impact Analysis

LSA will prepare an Air Quality Assessment for the project in accordance with Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol and Monterey Bay Unified Air Pollution Control District (MBUAPCD) CEQA guidelines. LSA will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 40 receptor locations for the existing and future build conditions. Construction-related emissions will be quantified and discussed in a general format unless project-specific information is available.

### Task 1.2.3: Noise Impact Analysis

There are existing residential uses immediately west of SR-1. LSA will prepare a technical noise analysis that will identify the impacts on existing and approved sensitive land uses adjacent to the proposed project consistent with the guidelines provided in the Traffic Noise Analysis Protocol (Protocol) for New Highway Construction and Reconstruction Projects (Caltrans 2006), and its Technical Noise Supplement (TeNS) (Caltrans, October 1998). In addition, any noise ordinances of the County will be identified to regulate the construction and demolition impacts where applicable. Each component of this analysis is discussed below.

**Setting.** Ambient noise monitoring will be conducted at representative receptor locations, based on the selection guidelines identified in the Caltrans Protocol. Ambient noise monitoring will be conducted at up to six locations in the project vicinity.

**Impacts, Avoidance, and Minimization Measures.** Short-term project-related noise impacts would potentially occur during construction of the proposed project. Long-term noise impacts would potentially be generated by vehicular traffic using the improved intersection and the new climbing lane. It is not expected that the project would cause increased traffic volume in the project area. However, the project has the potential to move vehicular traffic closer to sensitive receptors along the alignment. To assess the potential noise impacts, the following subtasks would be undertaken:

1. Analyze noise impacts during construction based on available construction information provided to LSA. Use Caltrans or EPA published noise emission levels for the construction equipment noise impact assessment. Evaluate construction noise impact in terms of maximum levels ( $L_{max}$ ) and/or equivalent continuous noise levels ( $L_{eq}$ ) and their frequency of occurrence at existing sensitive receptor locations in the project vicinity. The study will also assess the potential noise

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impacts associated with nighttime construction activities. The analysis requirements are based on the sensitivity of the area, in addition to Caltrans and County noise regulations.

2. The proposed alignment could potentially move traffic closer to sensitive receptors along the alignment. The existing and future noise levels will be assessed using the traffic noise impact screening procedure outlined in section N-4000 of the TeNS. If the proposed project fails the screening analysis a detailed analysis will be performed as outlined in section N-5000 of the TeNS. A separate scope of work and budget estimate would be prepared in the event that a detailed analysis is required.

If the future with project noise levels are estimated to approach or exceed the Noise Abatement Criteria established by the FHWA, abatement measures such as sound barriers will be analyzed. The feasibility and reasonableness of any necessary abatement measures will be assessed.

Task 1.2.4: Cultural Resources Study

LSA will conduct a cultural resources study for the proposed project to comply with the requirements of CEQA, local planning ordinances (including the requirements of the Monterey County Historical Resources Review Board), and the Caltrans Environmental Handbook. Because the project will not involve federal funding or permitting, it is not required to comply with Section 106 of the National Historic Preservation Act. In the event that a federal nexus is identified, and the project becomes an undertaking as defined in 36 CFR Part 800, additional tasks will be required and a budget adjustment and scope amendment may be necessary.

**Area of Potential Effects Map.** Wood Rodgers, with assistance from LSA, will prepare the Area of Potential Effects (APE) map per the Caltrans SER. That map will be submitted to Caltrans and Monterey County for approval and signatures. Base data for the APE map, including parcel limits and numbers, will be provided by Monterey County. The APE will be the designated cultural resources survey area for the project.

**Records Search and Archival Review.** LSA will conduct an archaeological and historical records review and literature search through the Northwest Information Center (NWIC), at Sonoma State University, in Rohnert Park, California. The NWIC houses the pertinent archaeological and historic site and survey information necessary to determine whether cultural resources are known to exist within the property. The objectives of this archival research will be (1) to establish the extent and status of cultural resources previously documented within the project area; and (2) to note what site types might be expected to occur within the project area based on the existing data from known cultural resource sites located within a one-mile radius of the APE. This information will be summarized in the cultural resources technical reports.

**Native American Consultation.** At the direction of Caltrans, LSA will conduct Native American Consultation for the project. The Native American Heritage Commission (NAHC) will be contacted and a Sacred Lands Files search requested to identify properties of Native American concern within the project vicinity. The NAHC will also provide a comprehensive list of the tribal groups and individuals they believe should be consulted regarding the project. Letters describing the project and inviting comment will be sent to each group along with a map showing the project location. If no response has been received within two weeks of the date on the letter, follow-up phone calls will be made to ensure that each group has the opportunity for meaningful consultation on the project.

**Archaeological Field Survey and Reports.** LSA will conduct cultural resource assessment work sufficient to meet the documentation requirements of CEQA and Caltrans. LSA will conduct a pedestrian survey of portions of the APE that have not been adequately surveyed. If resources are identified within the APE, LSA will document the presence of those resources and will assist the County in developing a Cultural Resource Treatment Plan that will address evaluation and treatment



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of the resources. LSA will prepare the reports required by Caltrans for this work. Because the project does not have federal involvement, the following reports are anticipated:

- Historical Resources Compliance Report (HRCR) – Used by Caltrans to replace the HPSR when there is no federal involvement on a project.
- Archaeological Survey Report (ASR) – Documents the results of the field survey and identification efforts.
- Historical Resources Evaluation Report (HRER) – Used for description and evaluation of built environment resources.
- Results of the consultation efforts with Native Americans and other interested parties.

This scope of work and budget are based on a negative records search and negative archaeological findings. LSA is aware that the Hatton Canyon Alternative had the potential to affect archaeological site CA-MNT-290. However, this alternative is no longer being considered. If during our research and survey it is discovered that CA-MNT-290 extends into the current APE, or if other resources are identified that will move the reports into a positive framework, additional tasks and budget may be required.

### Task 1.2.5: Hazardous Waste Investigations

LSA will prepare a new Initial Site Assessment (ISA) in accordance with Caltrans guidelines (including District 5 ISA guidelines for consultants) and in general accordance with the American Society of Testing and Materials Designation E 1597-00, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The following tasks will be performed to prepare the ISA:

- LSA will conduct an agency records database search to identify hazardous waste sites located within and in the vicinity of the project limits and classified as hazardous waste under local, State, and federal law. The records search will also identify business types located in the vicinity of the project site that store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from records maintained by federal, State and local agencies. LSA will use a database service to perform this search.
- Historic land use information for the study area will be reviewed to determine whether previous uses in the project area may have resulted in hazardous waste contamination. This information may include historic aerial photographs, historic United States Geological Survey (USGS) maps, Sanborn Fire Insurance Maps, Oil and Gas maps, groundwater depth/flow data, City directories, County Assessor's data, and building permits.
- LSA will conduct a visual survey of the project limits via public right-of-way to identify any obvious area of hazardous waste contamination. Access to private property, if needed, and to the State and County right-of-way shall be provided by the County and/or Caltrans District 5.
- If hazardous waste sites are identified within the project limits (via governmental records and/or the visual survey), LSA will review available public records at the appropriate oversight agency to determine the potential impact of those sites to the proposed project.
- LSA will prepare a report that presents findings and recommendations based on the site survey and historical records review.

If Caltrans requests an update to the ISA at a later date, the additional research and report of findings may require additional budget. This scope of work does not include review of private records or interviews with private property owners.

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Task 1.2.6: Water Quality Assessment

LSA will prepare a Water Quality Assessment (WQA) report to address the potential impacts of the proposed project relating to water quality based on current Caltrans guidelines (*Environmental Handbook*, Volume 1, Chapter 9, Water Quality [under revision as of February 2007]). The report will include a description of receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features (PDFs) required in accordance with the current Caltrans Statewide Storm Water Management Plan. This scope of work includes one draft and one final WQA.

Task 1.2.7: Floodplain Evaluation

LSA will prepare a Floodplain Encroachment Report. This scope of work assumes the project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105, and is not inconsistent with existing watershed and floodplain management programs. The report will discuss potential impacts for the Build Alternative and avoidance, minimization, and mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Task 1.2.8: Visual Impact Assessment / Scenic Resource Evaluation

This project is within the segment of SR-1 south of SR-68 that is designated a State Scenic Highway, and as such will require special consideration of aesthetic issues. Therefore, LSA will prepare a Visual Impact Assessment (VIA) in accordance with FHWA guidelines. The VIA will describe the existing visual quality and character to and from the project site, any sensitive observers, the proposed visual quality and character, and the potential impacts to visual resources or sensitive viewers. Several existing key view photographs will be included in the VIA to assist in describing the existing visual setting. One visual simulation will be prepared as part of this scope.

**Task 1.3: Draft Environmental Document**

Following approval of the draft technical reports, LSA will prepare the draft environmental document. The environmental document will summarize the results of the technical reports and will provide impact analyses of other relevant environmental topics in which technical studies are not required, such as land use and utilities.

The draft environmental document will be submitted to Wood Rodgers, the County, Caltrans, and FHWA for review. LSA will revise the draft environmental document according to the comments, and it will then be submitted to Caltrans and FHWA for approval to circulate.

**Task 1.4: Public Circulation**

Following Caltrans approval and signature of the draft environmental document, there will be a 30-day public review period. LSA will assist the County to prepare a draft Notice of Intent (NOI) to adopt a Mitigated Negative Declaration. The NOI will be distributed to the public, interested parties, trustee agencies, and the County Clerk. LSA will prepare the Notice of Completion (NOC) form and send it in accordance with the requirements of CEQA, with 15 copies of the draft environmental document, each with one copy of the NOI attached, to the State Clearinghouse.

**Task 1.5: Response to Comments**

LSA will prepare a Response to Comments document to address formal comments received during public review of the draft environmental document. The Response to Comments will be attached to the final environmental document.

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### Task 1.6: Final Environmental Document

The final environmental document will include the approved technical studies and the Response to Comments.

The County must file a Notice of Determination (NOD) with the County Clerk within five working days after deciding to carry out the approved project. At the County's request, LSA will assist with the preparation of the NOD. A CDFG filing fee may be required when filing the NOD; the fee is not included in this budget.

Environmental and water quality permits are not included in this scope of work or budget. LSA will prepare a scope and budget to prepare the permit packages (if requested) when more information is known about the design of the project and the potential impacts.

## MILESTONE 2 – PROJECT APPROVAL

### Milestone Description

Based on the features selected by the County and Caltrans, the Wood Rodgers Team will prepare a Project Report to obtain Caltrans approval of the project. The development of the Project Report will occur in parallel with the development of the environmental documentation, since information from the engineering technical studies will be needed to properly evaluate the environmental impacts of the project, and the completed environmental documentation will be required prior to the approval of the Project Report.

The following tasks are required for the development of the Project Report:

### Task 2.1: Conceptual Geometric Drawing

Wood Rodgers will prepare a 100-scale Conceptual Geometric Drawing (CGD) of the project improvements for Caltrans and County review and approval. The CGD shall include at minimum existing topographic and planimetric mapping prepared for the Project Study Report, calculated rights of way line and centerlines, mathematized geometric layouts, and typical sections. The most recent information available regarding adjacent projects (e.g., the improvements to the Carmel Valley Road/SR-1 intersection) will be incorporated as appropriate. The design will comply with Caltrans standards as defined by the current edition of the Highway Design Manual to the fullest practical extent. The CGD will be identified as the 30% plans for utility coordination.

#### Deliverables:

- a) Conceptual Geometric Drawing (10 copies assumed)
- b) Typical roadway cross sections on separate 8½" x 11" sheets (5 copies assumed)

### Task 2.2: Traffic Engineering

#### Task 2.3.1: Traffic Operational Analysis Report:

Wood Rodgers will analyze traffic operations and prepare a summary Traffic Study report based on available existing traffic volumes. No new traffic counts or forecasts are included in this scope. We anticipate that the traffic analysis done for the Project Study Report will be found to remain largely valid, so this is not expected to require a major effort.

#### Task 2.3.2: Traffic Signal, Striping and Signing Concept:

Wood Rodgers will develop conceptual traffic signal plan for the modified Rio Road / SR-1 intersection and the Carmel Valley Road / SR-1 intersection. These concept plans will include lane assignments and preliminary phasing concepts based on analysis with SYNCHRO software. This will include an evaluation of peak-hour levels of service and left-and right-turn lane storage length

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requirements. Conceptual pavement delineation and signing on the project roadways will be shown on the concept plan.

Deliverables:

- a) 3 copies of traffic signal concept plans
- b) 3 copies of summary Traffic Study report

**Task 2.3: Preliminary Drainage Report**

Wood Rodgers will prepare a Preliminary Drainage Report that identifies existing drainage systems and will contain the hydrology and hydraulic design criteria, the results of hydrology analysis, conceptual drainage modification plans, and a preliminary cost estimate. The results of a field review of existing conditions and recommendations for rehabilitation, if required, will be incorporated. The Preliminary Drainage Report will be submitted to the County and Caltrans for review, and any resulting comments will be addressed in the final Drainage Report.

Deliverable:

- a) 5 copies of Preliminary Drainage Report

**Task 2.4: Identify Utility Relocation Requirements**

Wood Rodgers obtained information regarding potentially-affected utility facilities in 2004 during PSR preparation. During Project Report preparation, we will contact the utility owners and request their latest utility facility maps and provide them with a copy of the approved Conceptual Geometric Drawings for the project with utility facilities shown so that they can verify the location of their facilities, any impacts to their facilities can be identified and/or they can make appropriate plans for their facilities. Wood Rodgers will update utility facility mapping in accordance with any updated information supplied by the utility owners. Two sets of Geometric Drawings showing the utility information gathered as a result of the Conceptual Geometric Drawing submittal will be provided to each utility owner as an attachment to the transmittal letter. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utility facilities are proposed in the area. A copy of the utility data obtained from utility owners will be provided to the County and the original will be kept in the project files. Information on existing utilities obtained as a result of the Approved Conceptual Geometric Drawing submittal will be used to identify potential utility conflicts and to develop a strategy for resolving those conflicts.

Deliverables:

- a) 5 copies of utility impact plans.
- b) Letter report on utility issues.

**Task 2.5: Update Storm Water Data Report**

Wood Rodgers will update and expand the Storm Water Data Report (SWDR) prepared during the Project Initiation phase of project development per the requirements of the Caltrans Project Planning and Design Guide. The SWDR will include completion of both the required narrative and the checklists. In addition, the SWDR will include an identification of targeted design constituents, design pollution prevention, treatment and temporary construction site best management practices. The SWDR will be submitted to Caltrans for review and comment per the District's SWDR approval process.

**Task 2.6: Design Standards Compliance**

Wood Rodgers will analyze the design for compliance with applicable Caltrans design standards contained in the current edition of the Highway Design Manual (HDM). At this point we do not

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anticipate that this project will introduce any non-standard design features, and we assume that any existing exceptions to Caltrans design standards have previously been documented with a Design Exception Fact Sheet. Therefore, this scope does not include preparation of a Design Exception Fact Sheet. If Fact Sheet(s) become necessary, additional budget will be required.

### **Task 2.7: Update Right of Way Data Sheet & Utility Information Sheet**

Bender Rosenthal will update the R/W Data sheet(s) that Tarvin & Associates prepared for the PSR for this project. Services to be provided will include the following:

- Perform market survey and analysis
- Gather Title and Property Data
- Prepare right of way costs estimate for study purposes, with focus on the following:
  - Right of Way Acquisition (land and improvements) including possible severance damages, and/or excess lands.
  - Right of Way Clearance and demolition costs and possible salvage
  - Title and Escrow fees
  - Construction Contract Work
- Assemble appropriate data and report in a Right of Way Data Sheet format

The Wood Rodgers Team will also update the Utility Information Sheets prepared for the PSR, on the basis of the information gathered under Task 2.6 "Identify Utility Relocation Requirements".

### **Task 2.8: Prepare Cost Estimates**

Wood Rodgers will estimate quantities of work (e.g., earthwork, building materials, traffic signal equipment) to construct the proposed project and will estimate the construction cost on the basis of contract prices paid for similar items of work on similar projects as reported in Caltrans' Contract Cost Data book. The estimate will be formatted in accordance with Caltrans guidelines for the Preliminary Project Cost Estimate Summary to be incorporated in a Project Report, including the appropriate factor for contingencies. Cost estimates for environmental mitigation, right of way acquisition and utility relocation will also be incorporated in the cost estimate summary.

### **Task 2.9: Draft Project Report**

Wood Rodgers will prepare the Draft Project Report in accordance with the Guidelines for Project Reports in the Caltrans "Project Development Procedures Manual". The Draft PR will bear the stamp and seal of the registered civil engineer responsible for its preparation, and will discuss the background of the project, the need and purpose, the viable alternatives for the project, the engineering features proposed for the project, utility involvement, highway planting, cost estimates, right of way issues, environmental issues, public involvement and requirements for a public hearing, and issues related to construction of the project such as the need for detours. The draft Project Report will be illustrated with a Vicinity Map, the geometric plans of the viable alternatives, and tables of significant data. A copy of the draft Environmental Document will be attached to or circulated with the draft Project Report. The technical information developed in tasks 2.1 through 2.9, above, will be incorporated or attached to the Project Report as appropriate.

County/Caltrans Review: The Draft Project Report will be circulated within Monterey County and Caltrans for review and comment. The Wood Rodgers Team will address all review comments in writing and make necessary revisions to the Draft Project Report. The Draft Project Report will then be submitted to Caltrans for approval to circulate the Draft Environmental Document for public review.

Deliverable: Draft Project Report (up to 50 copies, each submittal)

**Task 2.10: Final Project Report**

Task 2.10.1: Draft Final Project Report

When the public review process for the draft environmental document has been completed, Wood Rodgers will make any indicated revisions to the Draft Project Report, and add a discussion of the results of the environmental process to the text of the Project Report. This will include the description of the Preferred Alternative for the project. The Recommendation section of the PR will recommend Caltrans approval of the project on the basis of the Preferred Alternative. The Alternatives section of the PR will differentiate between the Preferred Alternative and the other alternatives considered for the project.

Deliverable:

- a) Draft final Project Report (up to 100 hard copies and CD-ROM)

Task 2.10.2: Project Report Approval

The draft final Project Report will be circulated within Monterey County and Caltrans for review and comment. The Wood Rodgers Team will address all review comments in writing and make necessary revisions to the Project Report. The Project Report will then be submitted to Caltrans for approval. Once approval has been received, Wood Rodgers will produce the required number of copies for County and Caltrans files.

Deliverable: Approved Project Report (up to 100 hard copies and CD-ROM)

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Wood Rodgers Inc. 2/28/2007  
 Compensation for Professional Engineering Services  
 for  
 Climbing Lane on State Route 1, Rio Road to Carmel Valley Road  
 Phase 1 - PA&ED  
 County of Monterey

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	72	\$185.00	\$13,320.00
Engineer III	260	\$125.00	\$32,500.00
Engineer II	200	\$115.00	\$23,000.00
Principal Surveyor	1	\$185.00	\$185.00
Project Surveyor	2	\$125.00	\$250.00
Survey Crew (2-Person)	8	\$220.00	\$1,760.00
Assistant Engineer/CAD Technician	136	\$95.00	\$12,920.00
Administrative Assistant	56	\$70.00	\$3,920.00
<b>Total - Direct Labor</b>	<u>735</u>		<u>\$87,855.00</u>

OTHER COSTS

• Aerial Photography of Project Site	\$2,500.00
• Mileage/Reproduction/ other direct Costs	\$3,500.00
	<u>\$6,000.00</u>

*TOTAL - Wood Rodgers* \$93,855.00

SUBCONSULTANTS

• LSA Associates, Inc. - Environmental	\$75,425.00
• Bender Rosenthal, Inc. - Right of Way Services	\$3,000.00

*TOTAL - Subconsultants* \$78,425.00

*TOTAL COST NOT TO EXCEED* \$172,280.00

SUBCONSULTANT COST BREAKDOWN

• LSA Associates, Inc. - Environmental

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal	67	\$180.00	\$12,060.00
Associate	40	\$125.00	\$5,000.00
Analyst	520	\$85.00	\$44,200.00
Graphics/GIS	48	\$80.00	\$3,840.00
Word Processor	51	\$75.00	\$3,825.00
<b>Total - Direct Labor</b>	<u>726</u>		<u>\$68,925.00</u>

OTHER COSTS

• Direct Costs	\$6,500.00
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*LSA TOTAL* \$75,425.00

• Bender Rosenthal, Inc. - Right of Way Services

Task 2.7 - Update Right of Way Data Sheet and Utility Information Sheet	\$2,500.00
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• Direct Costs	\$500.00
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*BENDER ROSENTHAL TOTAL* \$3,000.00

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

WOOD RODGERS, INC. Phase 1 - Project Report and Environmental Document for SR-1 Climbing Lane, Rio Road to Carmel Valley Road  
 Estimated Labor Hours

Revised 2/28/2007

Task Description	WOOD RODGERS, INC.										LSA Associates, Inc.					Grand Total Hours		
	Principal Engineer	Project Engineer (Eng. III)	Design Engineer (Eng. II)	Principal Surveyor	Project Surveyor	Survey/Crew	Associate Engineer / CAD Technician III	Administrative/Assistant	TOTAL Hours	Principal in Charge	Associate	Project Management/Analyst	GIS/Mapping	Production / Clerical	TOTAL Hours			
<b>PROJECT MANAGEMENT</b>																		
Project Management	24	64	8					16	112	16		30					46	158
Kick-Off Meeting	8	10					2	4	24	4							4	28
Other Project Meetings (Total of 8)	16	24	15						56	15		30					45	102
<b>PERMITTING &amp; ENVIRONMENTAL DOCUMENTATION</b>																		
Task 1.1 - Environmental Initiation	7	10	10	1	1	8	1	0	81	81	10	160	40	31	150	397		
Task 1.2 - Environmental Technical Reports	3	6	12	0	0	0	2	0	23	15	40	322	44	30	451	37		
1.2.1 Biology - Natural Environment Study-Minimal Impact (NES-MI)	1	1	1						2	2	6	40	8	8	64	66		
1.2.2 Air Quality Impact Analysis									1	1	6	36	2	4	50	51		
1.2.3 Noise Impact Analysis									1	1	8	60	4	6	80	81		
1.2.4 Cultural Resources & Paleontology Investigation	1	1	12				2		16	4	12	64	8	4	92	108		
1.2.5 Hazardous Waste Investigations	1	1							2	1	2	24	2	2	31	33		
1.2.6 Water Quality Assessment	1	1							0	2	4	40	2	2	50	50		
1.2.7 Floodplain Evaluation									0	1	2	30	2	2	37	37		
1.2.8 Visual Impact Assessment / Scenic Resource Evaluation	1	1							1	1	26	15	2	47	48			
Task 1.3 - Draft Environmental Document	1	2	4				2		9	8	60	4	16	88	97			
Task 1.4 - Public Circulation	1	2							3	2	20			23	25			
Task 1.5 - Response to Comments	1	2							3	2	30			34	37			
Task 1.6 - Final Environmental Document	1	2	4						7	2	12			2	15	23		
<b>PERMITTING &amp; ENVIRONMENTAL APPROVAL</b>																		
Task 2.1 - Conceptual Geometric Drawing	2	8	32					16	4	62							62	
Task 2.2 - Traffic Engineering	4	36	48					16	10	114							114	
Task 2.3 - Preliminary Drainage Report	2	6	16				8	2	34								34	
Task 2.4 - Identify Utility Relocation Requirements	1	2	8				16		27								27	
Task 2.5 - Update Storm Water Data Report	4	4	12				24	4	44								44	
Task 2.6 - Design Standards Compliance	2	8					8	2	20								20	
Task 2.7 - Update Right of Way Data Sheet and Utility Info Sheet	4								6								6	
Task 2.8 - Preliminary Estimate of Project Cost	2	8					4	2	16								16	
Task 2.9 - Prepare Draft Project Report	4	32	8				24	8	76								76	
Task 2.10 - Prepare Final Project Report	4	48	15				8	4	80								80	
<b>TOTAL</b>	<b>17</b>	<b>111</b>	<b>118</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>135</b>	<b>16</b>	<b>119</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>199</b>	
<b>TOTAL</b>	<b>17</b>	<b>111</b>	<b>118</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>135</b>	<b>16</b>	<b>119</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>199</b>	



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### STATE ROUTE 1 TRUCK CLIMBING LANE, RIO ROAD TO CARMEL VALLEY ROAD AND INTERSECTION OPERATIONAL IMPROVEMENTS PROJECT

#### Phase 2 - PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE

#### SCOPE OF SERVICES

*Revised 2/28/2007*

The Wood Rodgers Team will prepare the Plans, Specifications and Estimate to obtain Caltrans approval of the project features and support construction of the project through the following tasks:

#### PROJECT MANAGEMENT

This continuous activity commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. We assume that the Design (PS&E) phase of project development will require approximately 12 months. If the actual project duration exceeds this time, the scope and budget may need to be modified to include additional project management activities. Key elements of our project management program include regular progress reports and meetings with Monterey County, work progress direction and monitoring, coordination, and communications. All coordination will be with the Monterey County Project Manager. The Wood Rodgers Project Manager will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget. Quality Control is also a part of project management.

*Kick-off and Project Development Team Meetings:* A project kick-off meeting will be scheduled as soon as practical after Notice to Proceed. This meeting should include representatives of Monterey County, Caltrans District 5, Wood Rodgers, and subconsultants, who will constitute the Project Development Team (PDT). Other organizations (e.g., the Transportation Agency for Monterey County or the Association of Monterey Bay Area Governments) may also attend as appropriate. This meeting will be used to establish lines of communication, review the project scope of work, finalize the schedule, and identify key project goals and issues.

During the Design phase of project development, PDT meetings will be held as required to discuss project issues and design details, work progress, budget status, and key project tasks. A total of six meetings are anticipated during the Design phase. Wood Rodgers will prepare the meeting agendas in consultation with the County's Project Manager and the Caltrans Project Manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five days after the meeting.

*Project Schedule:* Wood Rodgers will develop and maintain a comprehensive Critical Path Method (CPM) schedule for the project development process. A global CPM schedule will be prepared for all tasks necessary to take the project through to Construction. This schedule will be updated once a month or as necessary to show the master schedule and the actual progress schedule. The schedule will be in Gantt format.

*Oversight, Progress Reporting, etc.:* Wood Rodgers' project management program includes regular progress reports, work progress monitoring and cost control, coordination, and communication. This task includes project management for a project schedule of up to two years from the Notice to Proceed. If the project schedule exceeds two years, the budget may need to be modified accordingly. Wood Rodgers' Project Manager is responsible for providing oversight and the controls necessary to ensure that assignments are completed within the budget and schedule for development of the Environmental Documentation and Project Report for this project. Once project protocol is defined, the Wood Rodgers Project Manager will maintain close contact with the County of Monterey's

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road  
Phase 2 - PS&E and Bidding and Construction Support Scope of Work



Project Manager and the members of the Wood Rodgers Project Team. The Project Manager will act as the principal liaison between the County and the Project Team.

Written progress reports will be submitted monthly to the County of Monterey with monthly invoices. These progress reports will present work progress by project activity/task. Progress will be presented by comparison of work hours expended to estimated work product completed and the baseline project schedule. This report will include a discussion of issues requiring action or decisions that may impact project deliverables, schedule and budget, and anticipated work for the following month.

**Quality Assurance/Quality Control:** Quality Assurance (QA) at Wood Rodgers is a project-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing an acceptable level of quality. Quality Control (QC) consists of task specific activities that apply the QA policies at each level to maintain an acceptable level of quality through the application of sound project management, guidance and review.

Prior to the submittal of any draft or final document to the County, a senior staff engineer will complete a QA/QC review. The reviewer will verify that the documents are prepared in conformance with the contract requirements and generally accepted professional standards of engineering. Wood Rodgers' Project Manager has the general responsibility for ensuring that all elements of the QA/QC are complied with, including that adequate resources are available to perform quality work. Each and every team member is responsible for ensuring quality as an integral part of his/her project responsibility. The senior staff review is an additional check, the final QC review prior to making a submittal.

Our approach to QA/QC, combined with active coordination early in the analysis and design process with the County and third party interests will ensure that project requirements are met, thus avoiding costly design iterations, contract addenda, and change orders.

Milestones 1 and 2 will be completed during the PA&ED phase of project development.

### MILESTONE 3 - FINAL DESIGN

#### Task 3.1 - Surveys and Base Mapping

Wood Rodgers will perform field surveying and obtain aerial photography for the project site. The project survey limits will be along State Route 1 from the north end of the Carmel River Bridge to 300 feet north of the Carmel Valley Road intersection (approximately 3,800 feet), along Rio Road for 200 feet to either side of State Route 1, and along Carmel Valley Road from State Route 1 to a point 200 feet east. This task will provide mapping to support the preparation of the Conceptual Geometric Approval Drawings for the Project Report, and base mapping for the final design and construction plans for the project. Wood Rodgers will perform the following surveying and mapping tasks:

##### Task 3.1.1 - High-Density Topographic Field Surveys

Wood Rodgers will provide a topographic field survey utilizing Leica's HDS 3000 terrestrial laser scanner and conventional surveying methods to meet or exceed national Mapping standards. Cross-sections at 100 foot intervals will be generated from a digital terrain Model (DTM) created from the rich point clouds produced by the HDS 3000. The data collected from this task will be will also be processed and compiled to create a 1"= 50' scale map with 0.5' contours intervals.

##### Task 3.1.2 - Supplemental Topographic Field Surveys

Wood Rodgers will perform a conventional field survey to acquire critical surface features such as drop-inlets, flow lines of storm drains accessible from inlets, and flow lines of drainage areas. No

other subterranean information will be acquired unless specifically requested.

Task 3.1.3 - Aerial Color Orthographic Mapping

Wood Rodgers will provide aerial photogrammetry for the project mapping area and provide a digital color orthographic photograph that will meet National Mapping Standards accuracy.

**Task 3.2: Roadway Base Plans**

Upon approval of the preliminary design layout of the project by the County/Caltrans, Wood Rodgers will make any necessary revisions to the geometric base map, profiles, and superelevation diagrams for the proposed improvements, and will prepare the improvement plan sheets. These plan sheets will be prepared in accordance with Caltrans Manual of Instructions, CADD User's Manual, and Standard Plans. Wood Rodgers will also comply with County's requirements for facilities outside the Caltrans right of way. The layouts will include calculated horizontal alignment at a scale of 1"=50 ft; the profiles and superelevation will include calculated vertical alignment at a scale of 1"=100 ft horizontal and 1":10 ft vertical and will conform to design requirements established in Caltrans Highway Design Manual. Typical cross sections will be prepared for the roadways. Preliminary design cross-sections will be generated at minimum 50-foot intervals. Sections will also be provided at major changes in roadway section, drainage structures and at major changes in horizontal curve, vertical curve and superelevation.

Upon approval of these preliminary plans preparation of roadway drainage, utility relocation, signing and striping, and lighting and traffic signal plans will be initiated. No water or sewer plans are anticipated at this time.

**Task 3.3: Geotechnical Design and Materials Report for Roadways**

Parikh Consultants Inc. (PCI) will perform an investigation and prepare a geotechnical report for the design and construction of the embankment and pavement widenings on the east side of SR-1 and the north side of Rio Road. No retaining walls or sound walls are anticipated in this project. It is anticipated that much of the embankment will be constructed with imported borrow. Preparation of the geotechnical design and materials report will involve the following sub-tasks:

Task 3.3.1 Permits and Clearances:

PCI will obtain an encroachment permit from Caltrans for the field exploration. PCI will comply with Caltrans Encroachment Permit requirements, Monterey County permit requirements and obtain USA clearance for underground utilities at boring locations.

Task 3.3.2 Field Exploration:

For the proposed project, PCI will plan a judicious program to obtain the necessary soil samples without excessive drilling costs. This is anticipated to include drilling three or four borings to a depth of 10 to 15 ft to provide an evaluation of subsurface conditions for the design and construction of the embankment and roadway pavements. Traffic control will be provided if necessary. No night work is assumed. The drilling work will comply with Monterey County permit requirements.

PCI will classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling, and obtain "relatively undisturbed" and bulk samples of substrata from the test borings for laboratory testing. The borings will be drilled and backfilled with soil cuttings in accordance with the Caltrans encroachment permit requirements and County requirements, as applicable. Soil cuttings will be dispersed in the field (no off-hauling is anticipated).

Task 3.3.3 Laboratory Testing:

PCI will perform laboratory tests on representative soil samples such as strength tests for the embankment foundation materials and an R-value test for pavement design.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road  
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Task 3.3.4 Soils Analysis/Evaluation:

PCI will perform engineering analyses and develop design recommendations for the proposed pavements based on the Traffic Index selected for the project.

Task 3.3.5 Prepare Geotechnical Design and Materials Report:

PCI will prepare a report, including design recommendations for pavement design and embankment slopes. Logs of test borings in standard format will be provided in the Geotechnical Design and Materials Report.

**Task 3.4: Utility Coordination**

Wood Rodgers will perform a utility investigation and coordinate with utility owners throughout the project development process such that the County is immediately notified if there is any anticipated delay to the project due to utility company reviews or relocations. During the development of the construction plans, specifications, and estimate (PS&E), Wood Rodgers will set up a meeting with the County, Caltrans and local utility agencies/companies to present proposed project and request utility verification. Wood Rodgers will provide necessary mapping to utility agencies/companies for utility verification. We can also assist with utility agreements, if necessary.

Wood Rodgers is prepared to use the services of SAF-R-DIG to pothole high-risk underground utilities, if necessary. However, potholing of existing utility facilities is not included in this scope and budget. If potholing becomes necessary, Wood Rodgers will provide any necessary surveying for the "pot-holing" of existing underground utilities to establish their horizontal/vertical location. Such pothole surveys will be required for high-risk utilities in the project area or where the exact location could affect constructibility.

Notification letters and plan sets will be provided to utility owners at two additional stages during PS&E development beyond the notification or "A" Plan submittal during development of the Project Report, as follows:

"B" Plan Submittal to Utility Companies - Wood Rodgers will prepare draft transmittal letters (Utility verification and Notice to Owners) to affected utility owners for County review and approval prior to transmitting "B" Plans to utility owners. Two sets of half-size 65%-complete "B" plans will be provided to each utility owner. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utilities are proposed in the area. A copy of the utility data obtained from utility owners will be provided to the County and State and the original will be kept in the project files. Information on existing utilities obtained as a result of the "B" plan submittal will be used to determine potential utility conflicts and to resolve the conflicts identified.

"C" Plans Submittal to Utility Companies - Wood Rodgers will prepare draft transmittal letters to affected utility owners for County review and approval prior to transmitting "C" Plans to utility owners. Two sets of half-size 100% plans or "C" plans will provided to each utility owner as an attachment to the transmittal letter. The letter will indicate to the utility owners whether any changes have been made to the project plans since the "B" plans submittal and request written confirmation of utility relocations and utility relocation schedule.

**Task 3.5: Roadway Design**

Task 3.5.1: Roadway Plans

In close coordination with the County and Caltrans, Wood Rodgers will prepare the Roadway Plans for the project associated with roadway realignments and widening. Approved geometric layouts will

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-1 Operational Improvements, Rio Road to Carmel Valley Road  
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provide the base for the roadway plans and will be used to create the 65%, 95% and 100%(Final) submittal packages.

The 65% submittal will include a letter addressing comments from the Geometric approval submittal, revised plans addressing comments as well as all additional sheets for complete detailed design.

The 95% submittal will include a letter addressing comments from the 65% submittal and revised plans as necessary to address comments from the 65% submittal.

Wood Rodgers will use Microstation for plan preparation. The following roadway plan sheets are anticipated for the project:

* Title Sheet	(1)
* Typical Cross Sections	(1)
* Plan and Profile Sheets (with superelevation as applicable)	(3)
* Summary of Quantities	(1)
* Construction Details	(3)
* Drainage Plan, Profile, Details & Quantities	(6)
* Utility Plans	(3)
* Traffic Handling & Detour Plans	(5)
* Pavement Delineation Plans & Quantities	(3)
* Sign Plans, Details & Quantities	(3)
* Electrical: Intersection Lighting and Signal Plans	(5)
* Roadway Cross-sections	(6)

### Task 3.5.2: Special Provisions

Wood Rodgers will prepare Technical Special Provisions for the project based on Caltrans' Standard Special Provisions and Standard Specifications. Specifications will be modified as appropriate to the specific requirements of the County for the project. Lane closure requirements will also be specified.

### Task 3.5.3: Engineer's Estimate

Wood Rodgers will prepare a construction cost estimate based upon approved plans and special provisions. The Engineer's Estimate will be prepared in the Caltrans "BEES" format.

### Task 3.5.4: Draft PS&E Submittal

Wood Rodgers will prepare and furnish the draft PS&E for the proposed project to the County and Caltrans for review and comment, as noted earlier in this section. A safety review meeting will be held with County/Caltrans during the Draft PS&E comment and review period, if requested by Caltrans.

### **Task 3.6: Hydrology and Storm Drainage Design**

Wood Rodgers' hydrology staff will prepare a preliminary drainage report summarizing the changes in drainage patterns and recommendations for drainage facility improvements. Based on these recommendations, topographic mapping and cross section data, Wood Rodgers will develop drainage plans to be incorporated into the PS&E package and reviewed at 65% and 95% submittals. An analysis of the project drainage will be prepared in accordance with Caltrans requirements, including site-specific rainfall intensity-duration-frequency data; design criteria and assumptions; contributing shed areas; design discharges based on the Rational Method; pipe sizes, slopes and materials; and hydraulic grade lines based on Manning's Equation. We assume that this analysis is to include only the area of the project.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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### Task 3.7: Storm Water Data Report

Wood Rodgers, Inc. will prepare a Storm Water Data Report (SWDR) during the Design phase per the requirements of the Caltrans Project Planning and Design Guide. This will be an update and expansion of the SWDR prepared during the PA&ED phase of project development. The SWDR will be prepared using the July 1, 2005 SWDR template. The SWDR will include completion of both the required narrative and the checklists. In addition, the SWDR will include an identification of targeted design constituents, design pollution prevention, treatment and temporary construction site best management practices. The SWDR will be submitted to Caltrans for review and comment per the District's SWDR approval process.

### Task 3.8: Conceptual Storm Water Pollution Prevention Plan

Wood Rodgers will develop a Conceptual Storm Water Pollution Prevention Plan (CSWPPP) to address the National Pollutant Discharge Elimination System General Construction Permit requirements for the SR-1 Truck Climbing Lane Project. The CSWPPP will include an evaluation of pollutants of concern related to proposed construction activities; an evaluation of temporary construction site best management practices (BMPs); a plan to address non-storm water management (specifically dewatering activities); a Sample and Analytical Plan (SAP) to address the General Construction Permit requirements; and a SWPPP exhibit that will identify suggested locations for BMP implementation. The CSWPPP will aid the contractor in accurately bidding the SWPPP contract item; assist with SWPPP compliance during construction; and can be utilized to secure other regulatory permits required for the protection of species of concern or sensitive habitat.

### Task 3.9: Permitting Coordination

LSA will identify required environmental permits for project construction during development of the environmental document. However, obtaining environmental and water quality permits is not included in this scope of work or budget. The County may obtain permits with its own forces, or if requested LSA will prepare a scope and budget to prepare the permit applications when more information is known about the design of the project and the potential impacts. Wood Rodgers will prepare the PS&E certification document and assist the County to obtain the Caltrans encroachment permit for the construction of the project.

### Task 3.10: Signal and Lighting Design

Wood Rodgers will prepare electrical PS&E for the modification of traffic signals, and intersection lighting at Rio Road/SR-1 and Carmel Valley Road/SR-1. The signal and lighting PS&E will be incorporated into the roadway plans for 65% and 95% submittals.

Wood Rodgers will use the results of the traffic study as the basis for selection of lane/phase configurations. This will include recommendations for design, hardware, and system components to support the operational strategy. Wood Rodgers will incorporate traffic signal and lighting into the PS&E for project construction, with full coordination of pavement delineation and signing plans.

### Task 3.11: Transportation Management Plan

Wood Rodgers will prepare a Transportation Management Plan (TMP) for the construction of the proposed improvements for Caltrans and County review and approval. The TMP will be in accordance with Caltrans guidelines, and will show the staged construction of the intersection, traffic handling at each stage, detour plans, permissible lane closures, and analysis of traffic operations. Review comments will be incorporated in successive submittals to achieve approval of the TMP.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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**Task 3.12: Constructibility Review**

The Construction Management staff at Wood Rodgers will review the Plans, prior to submittal, to ensure that they "biddable, buildable, and administratable."

Upon finalization of plans, specifications and estimate, the 95% PS & E package will be submitted to Caltrans and the County for review. Comments received will be incorporated prior to the submittal of the final, 100% PS & E. At each stage, prior to these submittals, quality control reviews will be performed.

**Task 3.13: Final PS&E ("C" Plans)**

Upon completion of the 95% submittal package, Wood Rodgers will schedule a review session, if required, with the County and Caltrans to discuss review comments and resolve any conflicting comments. Prior to final design submittal, Wood Rodgers will perform an internal quality and constructability review of the entire PS&E package. Corrections to the PS&E documents are made as per the review comments. Additional documents that are prepared at this stage are the working day schedule, and the "Resident Engineer (RE) pending" file.

Upon approval of the final PS&E, Wood Rodgers will furnish the County approved Plans, Specifications and Estimates to be used for project advertising. Plan submittal to Caltrans and the County will include velum plots and electronic CADD drawing files. Specifications submittal will include a "camera ready" copy and electronic files in MS Word for Windows format. A hard copy and electronic files used to generate the Engineer's Estimate will also be furnished to the County and Caltrans.

**Task 3.14: Right of Way Documentation**

Task 3.14.1: Plats and Legal Descriptions for Right-of-Way Acquisition

Wood Rodgers' right of way engineering staff will review record right-of way information available from the County and/or Caltrans, including right of way plans and field notes and any available record parcel and final maps. From the preliminary title report affecting private property and a field survey on the ground, Wood Rodgers will establish the approximate side property lines and any easement adjacent to the subject property. The proposed right of way acquisition is from the gas station on the north side of Rio Road, east of State Highway # 1.

Wood Rodgers will prepare a legal description and exhibit plat of the ultimate right of way and temporary construction easement in accordance with County standards for appraisal and acquisition purposes for property to be acquired for the construction of the project. The legal description and plat will be signed and sealed by a professional land surveyor licensed to practice in California.

The budget is based on acquisition from one parcel, and assumes that no acquisition of State right of way will be required. We further assume that a current (within 3 months) Preliminary Title Report and all title exceptions and record maps will be provided by Monterey County for the affected parcel. The County will provide any needed encroachment permit or rights of entry for survey work, and will be responsible for any agency costs, fees, tax payments, bonds or agreements associated with surveys and right of way work.

Task 3.14.2: Right-of-Way Appraisal

Bender Rosenthal, Inc. (BRI) will develop a complete appraisal for the project that will state the estimated market value of the fee simple interest in the property identified for acquisition. The appraisal report will be a summary appraisal report prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the

Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

BRI will appraise the property shown on the Legal Description and Plat provided by Wood Rodgers. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements)
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisal of the property rights to be acquired include but are not limited to the following:

- A. Onsite physical inspection of the subject property with the owner.
- B. Visual inspection of the comparable market data.
- C. Study of community and neighborhood in which the subject is located.
- D. Collection of data from appropriate governmental agencies.
- E. Market investigation of vacant and improved comparable data.
- F. Verification of market data with sources knowledgeable of the pertinent details of the transaction.
- G. Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.
- H. Preparation of appraisal report.

Deliverables:

- a) Appraisal(s) for a single parcel

Assumptions:

- No Caltrans review of the appraisal will be required, since the acquisition will not affect STATE Right of Way.
- Staking of property boundaries will be provided by Wood Rodgers.
- Monterey County will be the condemning authority.

Task 3.14.2A: Independent Appraisal Review (Not included, but Available)

If the appraisal requires Caltrans oversight, a qualified reviewing appraiser shall examine the appraisal to assure that it meets applicable appraisal requirements and shall, prior to acceptance, seek any necessary correction or revision. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal. BRI is pleased to make available Mr. Mike Lahodny as the independent reviewer for the project, to ensure the appraisal meets all Federal and State regulations.

Task 3.14.3: Right of Way Acquisition

Bender Rosenthal Inc. proposes to develop the necessary contract(s), conveyance document(s), and escrow instructions necessary to make offers based on County's process. We will meet with the owner(s), and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below:

1. Review of the project concept and design
2. Review of appraisal, title report, maps and description of the required parcel;
3. Field review the project with the Project Manager or other designated person;



4. Preparation of right-of-way contracts and other acquisition documents;
5. Meet with the property owner(s) to discuss the project in general; review maps and legal description; confirm information about occupant/owner and make the official First Written Offer to owner.
6. Acquisition activities are scoped based on settlement by the third contact. A recommendation to County will be made if *impasse* has been reached. To reach *impasse* there are three requirements:
  - A. Go through the *acquisition steps* outlined below; plus
  - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
  - C. Spend at least eight hours working on the parcel acquisition.

The acquisition steps when offering compensation to the property owner include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
  1. Owner refuses to counter. (Impasse)
  2. Owner makes counter proposal.
    - a. Client accepts counter. (Close)
    - b. Client rejects counter. (Impasse)
    - c. Client makes new offer.
      1. Owner accepts new offer. (Close)
      2. Owner does not accept new offer. (Impasse)
7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining *impasse* or unclosed (i.e. *impasse*) calls.
8. Final report, including transfer of all pertinent correspondence and files, to County.

Deliverables:

- a) Acquisition of one property
- b) Final Report, or
- c) Memorandum explaining *impasse*.

Assumptions and Limiting Conditions:

- Escrow Coordination, conditions, payments, and fees will be provided by Monterey County.
- We assume an owner occupied property, so that tenant consent is not required.
- We assume that no Goodwill analysis will be required.
- Utility coordination will be provided by Wood Rodgers. Permitting and utility relocation will be provided by others.
- Bender Rosenthal Inc. will not be required to attend County Board of Supervisors hearings or meetings.
- Expert witness testimony is not included within this work scope, but is available.
- Bilingual translation and communication are not included in this work scope.
- Any required Cooperative Agreement and/or Memorandum of Understanding would be prepared by others.
- Environmental documentation will be complete prior to commencement of acquisition.

To commence the assignment, BRI will require the following information:

- Project Engineering, including plans for the proposed project;
- Plat(s) and Legal Description(s), final right of way appraisal map and Title Report(s);
- Example Monterey County Purchase Agreement;
- Deed (with acknowledgement); and
- Escrow Instructions.

#### **MILESTONE 4 - ASSISTANCE DURING CONTRACT BIDDING**

Wood Rodgers will attend pre-bid meeting, if required, and assist the County in answering questions from Contractors during the bidding process as well as assisting the County with bid evaluation as required.

#### **MILESTONE 5 - ASSISTANCE DURING CONSTRUCTION**

Wood Rodgers will be available to provide on-going consultation and interpretation of construction documents during the construction of the proposed project. Typical construction support services would include:

- Attend pre-construction meeting.
- Review and approve Contractor submittals and shop drawings as requested by the County.
- Provide on-going consultation and interpretation of contract documents.
- Consult with and assist Monterey County engineering and construction management staff regarding Contractor proposals, construction issues, and plan revisions.
- Prepare plan and/or specification modifications for contract change orders.
- Assist Monterey County in review of contractor's SWPPP (Storm Water Pollution Prevention Plan) to insure NPDES compliance.

At the completion of construction, Wood Rodgers can draft any changes to the project plans to create the "As-built" record drawings, based on red-marked plans prepared by the Resident Engineer.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Wood Rodgers Inc.

2/28/2007

Compensation for Professional Engineering Services  
for  
Climbing Lane on State Route 1, Rio Road to Carmel Valley Road  
Phase 2 - PS&E  
County of Monterey

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	94	\$185.00	\$17,390.00
Engineer III	355	\$125.00	\$44,375.00
Engineer II	674	\$115.00	\$77,510.00
Principal Surveyor	2	\$185.00	\$370.00
Project Surveyor	10	\$125.00	\$1,250.00
Survey Crew (2-Person)	14	\$220.00	\$3,080.00
Assistant Engineer/CAD Technician	544	\$95.00	\$51,680.00
Administrative Assistant	108	\$70.00	\$7,560.00
<b>Total - Direct Labor</b>	<b>1,801</b>		<b>\$203,215.00</b>
 <u>OTHER COSTS</u>			
• Topographic Field Survey			\$23,500.00
• Mileage/Reproduction/ other direct Costs			\$2,525.68
<b>Total - Direct Cost</b>			<b>\$26,025.68</b>
<b>TOTAL - Wood Rodgers</b>			<b>\$229,240.68</b>
 <u>SUBCONSULTANTS</u>			
• Parikh Consultants, Inc. - Geotechnical			\$17,118.96
• Bender Rosenthal, Inc.- Right of Way Services			\$12,750.00
<b>TOTAL - Subconsultants</b>			<b>\$29,868.96</b>
<b>TOTAL COST NOT TO EXCEED</b>			<b>\$259,109.64</b>

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Wood Rodgers Inc.

2/28/2007

Compensation for Professional Engineering Services  
for  
Climbing Lane on State Route 1, Rio Road to Carmel Valley Road  
Phase 2 - PS&E  
County of Monterey

SUBCONSULTANT COST BREAKDOWN

<i>• Parikh Consultants, Inc. - Geotechnical</i>			
<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager	15	\$178.82	\$2,682.30
Project Soils Engineer	45	\$125.21	\$5,634.45
Staff Engineer	40	\$85.99	\$3,439.60
Field Engineer	15	\$81.67	\$1,225.05
Technician	12	\$90.50	\$1,086.00
Drafter	9	\$65.15	\$586.35
<b>Total - Direct Labor</b>	<b>136</b>		<b>\$14,653.75</b>
<u>OTHER COSTS</u>			
• Direct Costs (Drilling, Traffic control, permit, reproduction, etc.)			\$2,465.21
<b>PARIKH TOTAL</b>			<b><u>\$17,118.96</u></b>
<i>• Bender Rosenthal, Inc. - Right of Way Services</i>			
Task 3.14.2 Right of Way Appraisal		\$8,000.00	
Task 3.14.3 Right of Way Acquisition		\$4,000.00	
• Direct Costs		\$750.00	
<b>BENDER ROSENTHAL TOTAL</b>		<b>\$12,750.00</b>	<b><u>\$12,750.00</u></b>



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/02/06
<b>PRODUCER</b> Dealey, Renton & Associates Box 12675 Oakland, CA 94604-2675 510 465-3090		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento, CA 95816-3342		
<b>INSURERS AFFORDING COVERAGE</b>		
INSURER A: United States Fidelity & Guaranty		
INSURER B: American Automobile Ins. Co.		
INSURER C: XL Specialty Insurance Co.		
INSURER D:		
INSURER E:		

*Dalia*

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <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	BK01984896	10/01/06	10/01/07	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA01984921	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$, AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	BK01984896	10/01/06	10/01/07	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80945439	10/01/06	10/01/07	<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
C	OTHER Professional Liability	DPR9600545	10/01/06	10/01/07	\$3,000,000 per claim \$7,000,000 annl aggr. \$500,000 Deductible

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

All Operations of the Named Insured.  
(see attached endorsement)

RECEIVED  
OCT - 4 2006

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED: INSURER LETTER:</b>	<b>CANCELLATION</b>	<b>RESOURCE MANAGEMENT</b>
County of Monterey Resource Management Agency Attn: Dalia M. Mariscal 168 West Alisal Street, 2nd Floor Salinas, CA 93901		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE ENDORSED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.	PUBLIC WORKS ADMIN. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

Policy Number: BK01984896

Owners, Lessees or Contractors (Form B)  
ADDITIONAL INSURED

Change(s) Effective: 10/02/06

---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.** This endorsement modifies insurance policy under the following:

LIABILITY COVERAGE PART:

**Schedule**

**Name of Person or Organization:**

County of Monterey  
Resource Management Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Schedule continued: The County of Monterey, its agents, officers and employees

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

POLICY NUMBER: EA01984921

BUSINESS AUTOMOBILE LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY  
**DESIGNATED INSURED ENDORSEMENT (CA 20 48)**

Name of Person(s) or Organization(s)

County of Monterey  
Resource Management Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

**BUSINESS AUTO COVERAGE**

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II of the Coverage Form.

Schedule continued: The County of Monterey, its agents, officers and employees

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.



# COUNTY OF MONTEREY PURCHASE ORDER

PURCHASE ORDER NUMBER  
R300700127

PARTIAL BILLING #  
 FINAL BILLING

"x" indicates confirming order - do not duplicate

Date 05 09 07 Page 01

VENDOR: WOOD RODGERS INC  
3301 C STREET BLDG 120-B  
SACRAMENTO CA95816

SHIP TO

MONTEREY COUNTY GOVERNMENT CTRE  
PUBLIC WORKS  
168 W. ALISAL ST., 2ND FLOOR  
SALINAS, CA 93901

Co. **Master File (long)**  
**Link to BPS (only)**  
**PSA File**  
**Arturo A.**  
**Project File**

VENDOR #: WOOD ROD IN 1  
BUYER: PURCHASING AGENT

DELIVERY REQUIRED BY 06 30 07  
F.O.B. DESTINATION

TERMS: NET 30 DAYS  
REF. #:

LINE NO.	FUND	BUDGET UNIT	CHARGE TO THIS INVOICE TO THESE ACCOUNTS	COST CODE	AMOUNT ORDERED	FILL IN AMOUNT RECEIVED
			ORGANIZATION ACCOUNT JOB NO.			
01	0002	300	3000 5459		431,389.64	

I hereby certify that the goods and services listed below have been received as noted hereon.

Department Head or Authorized Employee

Invoice #

DATE

NOTE: Received from  
Elizabeth on 05/15/07.

M NO.	FILL IN QUANTITY RECEIVED	DESCRIPTION	UNIT PRICE	AMOUNT RECEIVED
001	1	CONTR PER BOARD OF SUPERVISORS 4/17/07 APPROVAL OF AGREEMENT NO. A-10864 WITH WOOD RODGERS, INC., FOR PROVIDING PHASE 1-PROJECT REPORT & ENVIRONMENTAL DOCUMENTATION AND PHASE 2-PLANS, SPECIFICATIONS & ENGINEER'S ESTIMATE FOR THE STATE HIGHWAY 1 CLIMBING LANE BETWEEN CARMEL VALLEY RD. & RIO RD, PROJECT NO. 03-859055.  ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE AGREEMENT.  TERM OF THE AGREEMENT 4/15/07 THROUGH 10/31/08 UNLESS SOONER TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT.  THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$431,389.64	431,389.64	431,389.64

BY DEPUTY AUDITOR

BY AUTHORIZED PURCHASING AGENT

I HEREBY CERTIFY THAT THE COMPUTATIONS ON THIS DOCUMENT AND THE ATTACHED INVOICES ARE CORRECT.

TOTAL TO PAY

431,389.64

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and WOOD RODGERS, INC. (hereinafter, "CONTRACTOR") which was executed by the County on May 10, 2007 (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

**WHEREAS**, the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road Project (hereinafter "Project") consists of two phases,

**WHEREAS**, Phase 1 is identified as Project Report and Environmental Documentation (hereinafter "Phase 1") and Phase 2 is identified as Plans Specifications & Engineers Estimate (hereinafter "Phase 2"),

**WHEREAS**, the Agreement includes scope and budget for the two phases,

**WHEREAS**, the County and CONTRACTOR found it more expedient that certain services identified in the scope and budget of Phase 2 of the project instead be completed in Phase 1,

**WHEREAS**, the circulation of the environmental documents in Phase 1 took longer to complete than planned due to unforeseen delays resulting in higher than budgeted costs for Phase 1,

**WHEREAS**, additional management time was required to coordinate with the Carmel Hill/Hatton Canyon Bike Trail project, and

**WHEREAS**, the County and the CONTRACTOR wish to amend the Agreement to internally transfer funds in the amount of \$55,000 from Phase 2 to Phase 1 to clarify the actual expenditures in each phase without any change in the overall funding for the Project.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2 Budget Transfer Request".
2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 2 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. 2 to the Professional Services Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 4-1-10

**Approved as to Form: County Counsel**

By: [Signature]  
Deputy County Counsel

Date: 3-22-10

**Approved as to Fiscal Provisions, Auditor-Controller**

By: [Signature]  
Date: 3-23-10

**Approved as to Indemnity and Insurance Provisions, Risk Management**

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

**CONTRACTOR**

Wood Rodgers, Inc.  
Contractor Business Name\*

By: [Signature]

Its: Alli A. Hemmati, Vice President  
(Signature of Chair, President, or Vice-President)

Date: 3/19/2010

By: [Signature]

Its: Timothy R. Crush, Secretary  
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

Date: 3/19/10

ENTERED

MAR 25 2010

D BAYARD

\*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

**EXHIBIT A-2 – BUDGET TRANSFER REQUEST**

Monterey County Project No. 09-869065  
Wood Rodgers, Inc.

24 Feb 2010

**Budget Transfer, SR 1 Climbing Lane, Rio Rd to Carmel Valley Rd.**

	Existing Budget	Transfer Amount	Revised Budget
<b>Phase 1 - Project Approval &amp; Environmental</b>			
Project Management (PA&ED Phase)	\$32,080	+\$10,000	\$42,080
Environmental Documentation	\$88,595	+\$20,000	\$108,595
Geotechnical Report	0	+\$20,000	\$20,000
Preliminary Drainage Report	\$3,860	+\$2,000	\$5,860
Design Standards Compliance	\$2,070	+\$2,000	\$4,070
R/W Data Sheet & Utility Info	\$3,690	+\$1,000	\$4,690
Other Tasks	\$55,530	No Change	\$55,530
Total for PA&ED Phase	\$185,825	+\$55,000	\$240,825
<b>Phase 2 - Plans, Specifications, &amp; Estimate</b>			
Surveys & Base Mapping	\$27,010	-\$20,000	\$7,010
Geotechnical Report	\$18,670	-\$15,000	\$3,670
Roadway Design	\$65,430	-\$15,000	\$50,430
Signal & Lighting Design	\$32,375	-\$5,000	\$27,375
Other Tasks	\$126,645	No Change	\$126,645
Total for PS&E Phase	\$270,130	-\$55,000	\$215,110

No adjustment to the scope of work for Phase 2 (PS&E) is necessary at this time and all of the tasks in this phase remain as originally proposed. However, as noted above some of the tasks from Phase 2 were advanced in order to obtain Caltrans approval of the PA&ED as part of Phase 1. Contract total remains \$455,934.64.



## WOOD RODGERS

February 1, 2010

Monterey County  
 Department of Public Works  
 Attn: Mr. Richard P. Sauerwein  
 168 West Alisal Street, 2<sup>nd</sup> Floor  
 Salinas, California 93901

**Re: Request to shift budget in Professional Engineering Services Agreement to Phase 1 - Project Report and Environmental Documentation from Phase 2 – Plans, Specifications, and Engineer's Estimate for State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Monterey County Project No. 09-869065**

Dear Mr. Sauerwein:

This is in reference to our budget for the Project Report and Environmental Documentation (PA&ED) preparation for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road project. Our existing Agreement for Professional Services includes scope and budget for two phases of project development. Phase 1 includes preparation of the PA&ED and Phase 2 provides for completion of the Plans, Specifications and Engineer's Estimate (PS&E) for this project. As you are aware, we have been diligently pursuing the completion of the Project Report for this project since April 2007. We anticipated completing the Project Report and beginning development of the PS&E for this project within a year of starting this work. However, due to circumstances beyond our control it has taken longer than anticipated to complete the PA&ED phase and both Wood Rodgers and our subconsultants have had to expend significant effort beyond our original budget in the PA&ED phase on this project. We believe that we can still complete our scope of work for the project within the overall existing budget, so we are requesting no change to our overall contract amount at this time. However, we are requesting your concurrence to shift some funds from the PS&E phase to PA&ED phase to cover our added effort and some items of work that were advanced from the PS&E phase to reduce the risk of further project delay.

The scope and budget for Parikh Consultants to complete geotechnical investigation and preparation of the Geotechnical Design and Materials Report for the project was included in Phase 2. However, it was advisable to complete the geotechnical work during the first phase in order to have more complete information available during the development of the environmental document, and to prevent delay during the second phase. Therefore, Parikh Consultants completed the geotechnical investigation and final draft Geotechnical Design and Materials Report (GDMR) was resubmitted to Caltrans for their concurrence on 3/6/2009. We believe that the GDMR is now complete.

Parikh Consultant's budget for preparation of the GDMR is \$17,118.96. In addition, Wood Rodgers expended approximately 46 labor hours x \$125/hr = \$5,750 in coordinating the geotechnical effort over the past 18 months. This effort will no longer be required during the Phase 2 (PS&E) effort for this project, so we request that \$20,000.00 be moved from the Phase 2 budget to the Phase 1 budget. We have also expended significant effort in additional management during the PA&ED phase and in the preparation of additional engineering drawings (including cross sections) to respond to various inquiries from Caltrans, the County of Monterey and TAMC related to coordination with the Carmel Hill/Hatton Canyon Bike Trail project in the area. In addition, LSA Associates Inc. (LSA) has also spent significant effort in responding to several rounds of unanticipated Caltrans review comments on the environmental document which were mainly due to staff turnover at Caltrans as noted in their attached letter of October 2, 2009. We request that

**EXHIBIT A-2 – BUDGET TRANSFER REQUEST**

Mr. Richard P. Sauerwein

February 1, 2010

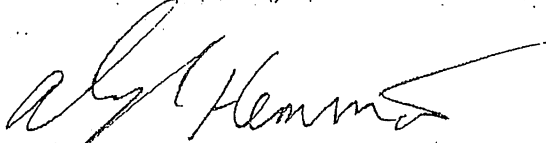
Page 2

an additional \$35,000 be moved from Phase 2 budget to Phase 1 for this effort. Therefore, we request your authorization to move a total of \$55,000.00 from Phase 2 to Phase 1 at this time.

To authorize this request, please return a signed copy of this letter at your earliest convenience. We appreciate your concurrence on this request and look forward to successful completion of this project. Should you require additional information regarding this request, please do not hesitate to contact me at 916-440-9519.

Sincerely,

WOOD RODGERS, INC.



Ali A. Hemmati, P.E.  
Principal/Project Manager

Request Granted;

DEPARTMENT OF PUBLIC WORKS  
COUNTY OF MONTEREY

Mike Derr  
Contract/Purchasing Manager

cc: Arturo Adlawan, Monterey County  
Keith Hallsten, Project Engineer, Wood Rodgers  
8091.005, 052

# EXHIBIT A-2 – BUDGET TRANSFER REQUEST

# LSA

LSA ASSOCIATES, INC.  
20 EXECUTIVE PARK, SUITE 200  
IRVINE, CALIFORNIA 92614

949.553.0666 TEL  
949.553.8076 FAX

BERKELEY  
CARLSBAD  
FORT COLLINS

FRESNO  
PALM SPRINGS  
POINT RICHMOND

RIVERSIDE  
ROCKLIN  
SAN LUIS OBISPO  
SOUTH SAN FRANCISCO

October 2, 2009

Aji Hemmati, P.E.  
Wood Rodgers Incorporated  
3301 C Street, Bldg. 100-B  
Sacramento, CA 95816

Subject: State Route 1 Improvement Project–Budget Augment Request

Dear Mr. Hemmati:

LSA Associates, Inc. (LSA) is requesting a budget amendment to complete the environmental document for the above-named project.

Currently, LSA is out of budget for the remaining task items related to the environmental document. Remaining task items include revising the environmental document to address both California Department of Transportation (Caltrans) District 5 and Caltrans Quality Assurance/Quality Control (QA/QC) Branch comments on the document (at least two separate rounds of review), distributing the document for public review, responding to public comments on the document, and producing a final environmental document.

LSA has expended the project budget for several reasons; the most notable reason includes several rounds of unanticipated Caltrans review, resulting from Caltrans staff turnover, which in turn has resulted in three environmental leads (reviewers) on this project, each having their own separate review and comment period.

When the environmental document was initiated, LSA was working with Lara Bertaina. Under Ms. Bertaina's oversight, the process went as expected. LSA submitted the environmental document to Ms. Bertaina shortly after final approval of the technical studies. LSA worked closely with Ms. Bertaina, particularly on deciding what type of Caltrans format was the most appropriate choice for this project. LSA and Ms. Bertaina, acting on behalf of Caltrans District 5, agreed the Appendix G format was indeed appropriate, as there are very few impacts associated with this project. The review process went as expected under Ms. Bertaina; two rounds of Caltrans District 5 review, the first for significant issues, the second for minor cleanup. The initial review comments provided by Caltrans District 5 were not significant; however, it did request a Paleontological Investigation Report be prepared since impacts to paleontology is a CEQA threshold, and there was not a Paleontological Investigation Report prepared for this project. Because LSA had wrongly assumed the process was going well and thought there would be enough room in the budget (as a result of minimal Caltrans comments on the environmental document), LSA provided a Paleontological memo in response to the Caltrans comment. At that time, LSA believed this was the most prudent action in order to keep the process moving forward. LSA did not want to bog down the review process by requesting a change order from the County to prepare a relatively simple memo. At that time, LSA believed there was sufficient budget to cover the expenditure. Soon after this expenditure, a new Caltrans reviewer was assigned. If LSA had known this was going to occur, the Paleontological memo would not have been prepared without receiving authorization for this additional work.

## EXHIBIT A-2 – BUDGET TRANSFER REQUEST

LSA ASSOCIATES, INC.

In August 2008, the Caltrans QA/QC branch requested that the environmental document described above be revised from the Appendix G format to the Initial Study/Environmental Assessment (IS/EA) format, even though Caltrans District 5 had previously concurred that the Appendix G format was appropriate for this project. Ms. Bertaina claimed to have fought for the Appendix G format to remain valid, but to no avail. When LSA was informed that the IS/EA format was being required, Ms. Bertaina said that this should be a relatively simple format change. LSA was further told by Ms. Bertaina that because the impacts had been fully evaluated already (through the previous review), Caltrans review of the new format would go relatively quickly and easily since she felt the impacts were adequately addressed in the Appendix G format. Shortly thereafter, Ms. Bertaina was removed from the project, and Mr. Samer Momani took over. Unfortunately, Mr. Momani had no previous exposure to this project or the impacts. In fact, it is unknown whether Mr. Momani read the Appendix G format to see what was previously done for this project.

The review process under Mr. Momani was unorganized and disjointed. The document was submitted to Mr. Momani in December 2008. LSA attempted to shorten the review process by working directly with Mr. Momani to address his comments prior to distribution of the document within Caltrans staff. LSA worked closely with Mr. Momani throughout the month of December 2008. Throughout that month, Mr. Momani provided at least eight different sets of email comments. Each of the comments he provided overall were minor comments; however, addressing each round of his separate comments was over and beyond what LSA anticipated, especially since the direction received was that this would be a relatively simple format change.

Once Mr. Momani was satisfied with the changes, the document was distributed internally among Caltrans for review (late December 2008 – Submittal 1). In mid-January 2009, LSA received comments back from Caltrans, mainly focused on biological issues. LSA revised the document based on comments received and resubmitted it to Caltrans on or around January 23, 2009 (Submittal 2). LSA then received additional comments on February 10, 2009, and also learned that Caltrans itself had made revisions to the document. LSA then accepted the changes initiated by Caltrans and also provided further revisions in response to comments. At this point, this would have been the two rounds of review LSA anticipated and would have expected that the document was sent to the Caltrans QA/QC branch for approval to circulate. LSA then revised the document and submitted it back to Caltrans around mid-March 2009 (Submittal 3). LSA then received further comments on or around April 10, 2009, related to visual resources, and again, Caltrans had made additional edits in the document. Each time that Caltrans made edits, LSA needed to compare the document to the previous version. While not a huge effort, it did take time and effort each time to go through the document, merge the changes, and reformat the document appropriately, which is time consuming. Caltrans had also made several changes to the figures themselves. Because they were not working with the original figure files, the changes appeared distorted, and the quality was poor. LSA spent some time modifying the figures based on changes Caltrans had made so that they appeared not so distorted in the resubmitted document. The revised document was submitted back to Caltrans on April 30, 2009 (Submittal 4).

The document would not have been submitted to Caltrans QA/QC branch at this time unless it had not been for the urging by the County and Wood Rogers to the Caltrans Project Manager (Dave Rasmussen) to submit the document for approval to circulate. It was then submitted to Caltrans QA/QC branch on May 19, 2009. LSA then did not hear back regarding this document until late



## EXHIBIT A-2 – BUDGET TRANSFER REQUEST

LSA ASSOCIATES, INC.

August, when informed that there was a third environmental reviewer for this project; Jason Wilkinson; and that Caltrans QA/QC branch requested the environmental document be updated based on recent changes to the Standard Environmental Reference (SER) template.

It is important to note that when LSA reformatted the document in December of 2008, the most up-to-date template was used (dated May 15, 2008). As stated previously, the document was submitted to Caltrans QA/QC branch on May 19, 2009. Subsequent to that submittal, Caltrans updated the IS/EA SER template in June 2009. Once changes were received on the document in late August 2009, Caltrans requested that updates to the IS/EA SER template be included, and it also had additional comments on the document. Therefore, LSA was requested to not only respond to additional comments, but also to update the document based on recent changes to the SER template.

LSA then revised the document based on Caltrans comments and SER template updates and resubmitted the document on September 21, 2009 (Submittal 5). LSA received additional minor comments on September 28, 2009, from Caltrans, and LSA revised and resubmitted the document on September 30, 2009 (Submittal 6).

Based on this, LSA has revised the document in response to Caltrans comments on six different occasions for the revised format. This does not include the month of December 2008, when LSA worked closely with Mr. Momani to respond to his eight different sets of comments. Again, while none of these comments separately are significant or required major revisions, it takes time to work through each round of review since there are so many required Caltrans level of internal review (analyst, senior technical review, technical editor review, and Principal review).

In addition, Caltrans reviewers contributed to the inefficiencies on this project. For example, in the first draft document (Appendix G), it was commented that a Paleontological memo was needed to back up discussions in the environmental document. So LSA provided this and included a Paleontological section in the reformatted version. Keep in mind that this came from Lara Bertaina's oversight. Sometime after that, Caltrans decided that this document no longer needed to be included in the environmental document, and the Paleontological and Cultural Resources sections were wholly removed from the document. In the first few rounds of comments from Mr. Momani, many comments focused on revising the impacts to Cultural Resources. To later have it removed from the document made the previous effort worthless.

In addition, one of the main reasons LSA was told that the Appendix G format did not fit for this project was because a total of three impact issues are allowed for that format. For this project, the Caltrans QA/QC branch determined that there were impacts to aesthetics, cultural resources, animal species, and plant species, or one impact too many. Considering that Caltrans later removed Paleontological and Cultural Resources from the document entirely, LSA's original assumption that Appendix G was appropriate for this project is clearly supported. Caltrans has been inconsistent with its comments internally and subject to providing inconsistent direction that resulted in time and expenditures that were clearly unnecessary. For the reasons described above, LSA is requesting a budget amendment, as we cannot be held responsible for Caltrans inefficiencies and lack of consistent direction.

## EXHIBIT A-2 – BUDGET TRANSFER REQUEST

LSA ASSOCIATES, INC.

LSA estimates that the project could be finished for a not-to-exceed amount of \$20,010. This would allow for four additional rounds of review (two for Caltrans District 5 [which has already been completed] and two for the QA/QC branch) and the remaining task items described earlier (public review, response to comments, and the final environmental document).

In the current budget, LSA was allocated \$11,000 for preparation of the Coastal Development Permit (CDP) for this project during the Plans, Specifications, and Estimates (PS&E) phase of the project. LSA is requesting your authorization to allow it to utilize the previously approved budget for the CDP now in order to take the document through the public review phase and then authorize the amendment request above during the PS&E phase of the project. This authorization allows LSA to collect at least half of the fees from the remaining portions of this environmental document phase over the next coming months.

In order to keep the environmental process moving forward, LSA has initiated the revisions to the document. LSA will continue to work expeditiously to complete this project in the timeliest manner possible.

Thank you for your consideration.

Sincerely,

LSA ASSOCIATES, INC.



Laura Rocha  
Project Manager



Michael Amling  
Principal

EXHIBIT A-2 – BUDGET TRANSFER REQUEST

Budget Augment 2 for State Route 1 Climbing Lane in Monterey County (IS-MND)  
 LSA Staffing Allocations for Environmental Services

Task		LSA Labor Classifications				Total Hours		Total Costs
No.	Task Description	Principal	PM/Analyst	WP/Prod	by Task	Direct Costs	by Task	
1	Update/Revise IS-MND	4	30	12	46		\$4,930	
2	Caltrans Review 1 and 2 (District 5)	4	10	10	24		\$2,660	
3	Caltrans Review 3 and 4 (QA/QC Branch)	4	20	10	34		\$3,710	
4	Public Review	1	20	4	25	\$2,000	\$4,630	
5	RTC	1	20	2	23		\$2,460	
6	Final MND	1	12	2	15		\$1,620	
	<b>TOTAL HOURS</b>	<b>15</b>	<b>112</b>	<b>40</b>	<b>167</b>		<b>\$18,010</b>	
	<b>TOTAL COST</b>						<b>\$20,010</b>	
	Billing Rate by Classification	\$190	\$105	\$85				



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 agents, officers and Employees

**PROJECT/LOCATION OF COVERED OPERATIONS:** All 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

## COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

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

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

POLICY NUMBER: BA5367L055

BUSINESS AUTOMOBILE LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## DESIGNATED INSURED ENDORSEMENT (CA 20 48)

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

County of Monterey  
Resource Management Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

**BUSINESS AUTO COVERAGE**

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II of the Coverage Form.

Schedule continued: The County of Monterey, its agents, officers and employees

TRAVELERS CORP. TEL: 1-800-328-2189  
 ARCHITECTS PLAN  
 COMMON POLICY DECLARATIONS  
 ISSUE DATE: 10/01/09  
 POLICY NUMBER: BA-5367L055-09-GRP

INSURING COMPANY:  
 TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:  
 WOOD RODGERS INC.  
 3301 C ST BLDG 100B  
 SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/09 to 10/01/10 12:01 A.M. Standard Time at  
 your mailing address.

3. LOCATIONS

Loc. No.	Premises No.	Bldg. No.	Occupancy	Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
 COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA T0 01 02 07 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS  
 FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
 containing its complete provisions:

Policy	Policy No.	Insuring Company

DIRECT BILL  
 7. PREMIUM SUMMARY:

Provisional Premium	\$
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:  
 DEALEY RENTON & ASSOC (CGW76)  
 P O BOX 12675  
 OAKLAND, CA 946042675

COUNTERSIGNED BY:

  
 Authorized Representative

DATE: 10/2/09



POLICY NUMBER: BA-5367L055-09-GRP

EFFECTIVE DATE: 10-01-09

ISSUE DATE: 10-01-09

## LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS

## COMMERCIAL AUTOMOBILE

CA T0 01 02 07	BUSINESS AUTO COV PART ITEMS 1, 2
CA T0 02 11 06	BUSINESS AUTO COV PART DEC- ITEM 3
CA T0 03 02 07	BUSINESS AUTO COV PART ITEMS 4, 5
CA T0 30 11 06	BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD
CA T0 31 11 07	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 03 06	BUSINESS AUTO POLICY
CA T4 00 01 04	AMENDATORY ENDORSEMENT
CA 01 36 10 01	NEVADA CHANGES
CA 01 43 05 07	CALIFORNIA CHANGES
CA 03 05 02 97	CA CHANGES-WAIVER OF COLLISION DED
CA 04 24 04 06	CALIFORNIA AUTO MED PAY COV
CA 20 48 02 99	DESIGNATED INSURED
CA 21 27 06 08	NEVADA UM COVERAGE
CA 21 54 03 06	CALIFORNIA UM COVERAGE-BI
CA 99 03 03 06	AUTO MED PAY COVERAGE
CA 99 16 12 93	HIRED AUTOS SPECIF AS COV AUTOS YOU OWN
CA T3 40 08 08	BLANKET WAIVER OF SUBROGATION
CA T3 04 01 87	AMENDED TITLE-AUTO COVERAGE PARTS

## INTERLINE ENDORSEMENTS

IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 10 09 07	NV CHANGES-CONCEALMENT, MISREP OR FRAUD
IL 02 51 09 07	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 09 08	CA CHANGES-CANCELLATION & NON-RENEWAL

## POLICYHOLDER NOTICES

PN CA 36 09 05	CA AUTO BODY REPAIR CONS BILL OF RIGHTS
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

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

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



# BUSINESS AUTO COVERAGE FORM

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

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

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

## SECTION I - COVERED AUTOS

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

### A. Description Of Covered Auto Designation Symbols

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

## B. Owned Autos You Acquire After The Policy Begins

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

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

## SECTION II - LIABILITY COVERAGE

### A. Coverage

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

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

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

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

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

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

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

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

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

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured

contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

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

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

**8. Movement Of Property By Mechanical Device**

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

**9. Operations**

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

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

**10. Completed Operations**

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

In this exclusion, your work means:

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

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

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

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

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

**11. Pollution**

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

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

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

**12. War**

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

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

ernmental authority in hindering or defending against any of these.

**13. Racing**

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

**C. Limit Of Insurance**

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

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

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

**SECTION III - PHYSICAL DAMAGE COVERAGE**

**A. Coverage**

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

- a. **Comprehensive Coverage**

From any cause except:

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

- b. **Specified Causes Of Loss Coverage**

Caused by:

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



**c. Collision Coverage**

Caused by:

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

**2. Towing**

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

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

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

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

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

**4. Coverage Extensions**

**a. Transportation Expenses**

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

**b. Loss Of Use Expenses**

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

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

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

**B. Exclusions**

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

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

**b. War Or Military Action**

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

- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:



- a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

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

**SECTION IV - BUSINESS AUTO CONDITIONS**

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

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

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

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

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

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment - Physical Damage Coverages**

At our option we may:

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

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

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

**B. General Conditions**

**1. Bankruptcy**

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

**2. Concealment, Misrepresentation Or Fraud**

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

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

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee – Physical Damage Coverages

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

#### 5. Other Insurance

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

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

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

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

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

#### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

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

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

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

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

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to

apply as excess insurance over this Coverage Form.

**SECTION V - DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

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

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

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Leased worker" does not include a "temporary worker".

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

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

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

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

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
  - P. "Trailer" includes semitrailer.

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, 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 Wood Rodgers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on May 10, 2007 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the parties on November 7, 2008 (hereinafter, "Amendment No. 1"), and April 1, 2010 (hereinafter, "Amendment No. 2"); and

**WHEREAS**, the removal of a previously existing pine tree has resulted in a request by Caltrans for revisions to the Draft Environmental Document (DED), Scenic Resources Analysis (SRE), and the Natural Environment Study - Minimal Impacts (NES-MI), and additional funds are needed for those revisions; and

**WHEREAS**, the County and the CONTRACTOR wish to further amend the Agreement to remove the task of preparation of the Coastal Development Permit from the Contractor's scope and internally transfer funds in the amount of \$11,020 from that task to cover the cost of the needed revisions to the DED, SRE, and NES-MI without any change in the overall funding for the Project; and

**WHEREAS**, the County and the CONTRACTOR wish to further amend the Agreement to extend the term to October 31, 2011 with no associated dollar amount increase to continue to provide tasks associated with Phase 1 and Phase 2 of the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

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

The term of this Agreement is from April 15, 2007 to October 31, 2011, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A - 3 Request to Revise Scope for Phase 1".
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.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: [Signature]  
Contracts/Purchasing Officer

Wood Rodgers, Inc.  
Contractor Business Name\*

Date: 9-10-10

By: [Signature]

Its: Ali A. Hemmati, Vice President  
(Signature of Chair, President, or Vice-President)

Date: 9/2/2010

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

By: [Signature]  
Deputy County Counsel

By: [Signature]

Its: Timothy R. Crush, Secretary  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Assistant Treasurer)

Date: 9-9-10

Date: 9/2/2010

**Approved as to Fiscal Provisions, Auditor-Controller**

By: [Signature]

Date: 9-9-10

**Approved as to Indemnity and Insurance Provisions,  
Risk Management**

By: \_\_\_\_\_

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

ENTERED  
SEP 10 2010  
CCC

\*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.





WOOD RODGERS

August 13, 2010

Monterey County  
Department of Public Works  
Attn: Mr. Arturo Adlawan  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

**Re: Request to revise scope in Professional Engineering Services Agreement with no budget change in Phase 1 - Project Report and Environmental Documentation for State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Monterey County Project No. 09-869065**

Dear Mr. Adlawan:

This is in reference to the preparation of the environmental document and technical studies for the Project Report and Environmental Documentation (PA&ED) phase of the project to construct State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road. Our existing Agreement for Professional Services includes scope and budget for two phases of project development. Phase 1 includes preparation of the PA&ED and Phase 2 provides for completion of the Plans, Specifications and Engineer's Estimate (PS&E) for this project. As you are aware, we have been diligently pursuing the completion of the Project Report for this project since April 2007. We anticipated completing the Project Report and beginning development of the PS&E for this project within a year of starting this work. However, due to circumstances beyond our control it is taking more time and effort to complete the PA&ED phase than anticipated.

We noticed this spring that a large pine tree on the west side of State Route 1 south of Rio Road had been removed by others. This tree had been anticipated to be impacted by the construction of the Climbing Lane project, and was discussed at length in the draft environmental document (DED) and the Scenic Resources Analysis (SRE) and the Natural Environment Study-Minimal Impacts (NES-MI) previously prepared for this project. On June 9, 2010 the Caltrans Environmental Generalist requested that all mentions of the removed pine tree be deleted from these technical studies and the DED prior to public circulation of the DED. LSA prepared an estimate of the additional effort required (letter from Michael Amling to Richard Sauerwein of June 22, 2010) which showed that somewhat more than \$11K would be required to make the requested revisions.

After discussion between the County and Caltrans and the Wood Rodgers consultant team, LSA Associates suggested that the County Planning Department prepare the application for the Coastal Development Permit (CDP), thereby freeing the \$11,020 currently in the consultant budget for that purpose to be used by LSA to make the requested changes to the DED, SRE, and NES-MI. Richard Sauerwein advised us on August 5, 2010 that Monterey County Planning had agreed to prepare the application for the CDP, and requested formal documentation of this change of scope at our meeting at County offices on August 11.

Therefore, we hereby request that the scope of work for preparing the application for a Coastal Development Permit be deleted from our scope of work, with the understanding that the \$11,020 budget identified for that effort be redirected to needed revisions of the Draft Environmental Document and the SRE and NES-MI technical studies.

**EXHIBIT A-3 – REQUEST TO REVISE SCOPE FOR PHASE 1**

Mr. Arturo Adlawan  
August 13, 2010

Page 2

If you require additional information regarding this request, please do not hesitate to contact me at 916-440-9519.

Sincerely,

**WOOD RODGERS, INC.**



Ali A. Hammami, P.E.  
Principal/Project Manager

cc: Keith Hallsten, Project Engineer, Wood Rodgers  
Linda Lomele, Controller, Wood Rodgers

8091.005, 052

If you require additional information regarding this request, please do not hesitate to contact me at 916-440-9519.

Sincerely,

Ali A. Hammami



Ali A. Hammami, P.E.  
Principal/Project Manager

cc: Keith Hallsten, Project Engineer, Wood Rodgers  
Linda Lomele, Controller, Wood Rodgers

8091.005, 052

If you require additional information regarding this request, please do not hesitate to contact me at 916-440-9519.

Sincerely,

Ali A. Hammami



Ali A. Hammami, P.E.  
Principal/Project Manager

cc: Keith Hallsten, Project Engineer, Wood Rodgers  
Linda Lomele, Controller, Wood Rodgers

8091.005, 052



POLICY NUMBER: 6805350L903

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 10/1/2009

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 agents, officers and Employees

PROJECT/LOCATION OF COVERED OPERATIONS: All 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

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

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

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

POLICY NUMBER: BA5367L055

BUSINESS AUTOMOBILE LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**DESIGNATED INSURED ENDORSEMENT (CA 20 48)**

Name of Person(s) or Organization(s)

County of Monterey  
Resource Management Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

**BUSINESS AUTO COVERAGE**

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II of the Coverage Form.

Schedule continued: The County of Monterey, its agents, officers and employees



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189  
ARCHITECTS PLAN  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 10/01/09  
POLICY NUMBER: BA-5367L055-09-GRP

INSURING COMPANY:  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:  
WOOD RODGERS INC.  
3301 C ST BLDG 100B  
SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/09 to 10/01/10 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS  
Premises Bldg,  
Loc. No. No. Occupancy Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS  
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:  
Policy Policy No. Insuring Company

DIRECT BILL  
7. PREMIUM SUMMARY:  
Provisional Premium \$  
Due at Inception \$  
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:  
DEALEY RENTON & ASSOC (CGW75)  
P O BOX 12675  
OAKLAND, CA 946042675

COUNTERSIGNED BY:

Authorized Representative

DATE: 10/8/09



POLICY NUMBER: BA-53671055-09-GRP

EFFECTIVE DATE: 10-01-09

ISSUE DATE: 10-01-09

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89 COMMON POLICY DECLARATIONS  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL TO 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA TO 01 02 07 BUSINESS AUTO COV PART ITEMS 1, 2  
CA TO 02 11 06 BUSINESS AUTO COV PART DEC- ITEM 3  
CA TO 03 02 07 BUSINESS AUTO COV PART ITEMS 4, 5  
CA TO 30 11 06 BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD  
CA TO 31 11 07 TABLE OF CONTENTS-BUSINESS AUTO COV FORM  
CA 00 01 03 06 BUSINESS AUTO POLICY  
CA T4 00 01 04 AMENDATORY ENDORSEMENT  
CA 01 36 10 01 NEVADA CHANGES  
CA 01 43 05 07 CALIFORNIA CHANGES  
CA 03 05 02 97 CA CHANGES-WAIVER OF COLLISION DED  
CA 04 24 04 06 CALIFORNIA AUTO MED PAY COV  
CA 20 48 02 99 DESIGNATED INSURED  
CA 21 27 06 08 NEVADA UM COVERAGE  
CA 21 54 03 06 CALIFORNIA UM COVERAGE-BI  
CA 99 03 03 06 AUTO MED PAY COVERAGE  
CA 99 16 12 93 HIRED AUTOS SPECIF AS COV AUTOS YOU OWN  
CA T3 40 08 08 BLANKET WAIVER OF SUBROGATION  
CA T3 04 01 87 AMENDED TITLE-AUTO COVERAGE PARTS

INTERLINE ENDORSEMENTS

IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL 01 10 09 07 NV CHANGES-CONCEALMENT, MISREP OR FRAUD  
IL 02 51 09 07 NV CHANGES-CANCELLATION & NONRENEWAL  
IL 02 70 09 08 CA CHANGES-CANCELLATION & NON-RENEWAL

POLICYHOLDER NOTICES

PN CA 36 09 05 CA AUTO BODY REPAIR CONS BILL OF RIGHTS



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

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

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



# BUSINESS AUTO COVERAGE FORM

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

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

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

## SECTION I - COVERED AUTOS

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

### A. Description Of Covered Auto Designation Symbols

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



**B. Owned Autos You Acquire After The Policy Begins**

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

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

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

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

**SECTION II - LIABILITY COVERAGE**

**A. Coverage**

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

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

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

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

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

**2. Coverage Extensions**

**a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur;
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

**b. Out-Of-State Coverage Extensions**

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

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

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

**B. Exclusions**

This insurance does not apply to any of the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

**2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

**3. Workers' Compensation**

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

**4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured



contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

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

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

**8. Movement Of Property By Mechanical Device**

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

**9. Operations**

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

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

**10. Completed Operations**

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

In this exclusion, your work means:

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

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

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

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

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

**11. Pollution**

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

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

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

12. War

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

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

ernmental authority in hindering or defending against any of these.

13. Racing

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

C. Limit Of Insurance

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

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

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

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a. Comprehensive Coverage

From any cause except:

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

b. Specified Causes Of Loss Coverage

Caused by:

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

**c. Collision Coverage**

Caused by:

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

**2. Towing**

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

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

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

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

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

**4. Coverage Extensions**

**a. Transportation Expenses**

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

**b. Loss Of Use Expenses**

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

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

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

**B. Exclusions**

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

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

**b. War Or Military Action**

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

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

- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

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

**C. Limit Of Insurance**

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

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

**SECTION IV - BUSINESS AUTO CONDITIONS**

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

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized



representative prompt notice of the "accident" or "loss". include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

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

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

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

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

B. General Conditions

1. Bankruptcy

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

2. Concealment, Misrepresentation Or Fraud

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

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

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Ballee - Physical Damage Coverages

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

5. Other Insurance

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

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

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

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

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

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

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

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

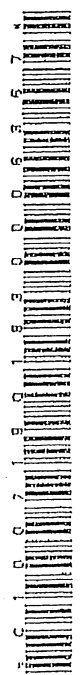
(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

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

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

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to



apply as excess insurance over this Coverage Form.

**SECTION V - DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

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

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

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Leased worker" does not include a "temporary worker".

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

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

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

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

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
  - P. "Trailer" includes semitrailer.



# COUNTY OF MONTEREY PURCHASE ORDER

10/13/10 Read from 5 saved by - W

ORDER DATE 10-06-2010

SC 3000 0000001084

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

WOOD RODGERS INC  
3301 C Street Bldg 100-B  
Sacramento CA 95816

S PUBLIC WRK  
168 W. ALISAL ST.,  
2ND FLOOR  
SALINAS CA 93901

B PUBLIC WRK  
168 W ALISAL ST  
2ND FLOOR  
SALINAS CA 93901

VENDOR NUMBER: CV000001969

DELIVERY DATE:

FO.B.:

*CCI Market file, PSA file, Consultant  
A Adlawan, R. Saverio, J. Pasera*

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0		91843	PURCH DESC: A-10864 WITH WOOD RODGERS, INC. TO PROVIDE PHASE 1-PROJECT REPORT AND ENVIRONMENTAL DOCUMENTATION AND PHASE 2: PLANS, SPECIFICATIONS, AND ENGINEERS ESTIMATE AS DESCRIBED IN EXHIBIT A TO OBTAIN CALTRANS APPROVAL FOR STATE HIGHWAY 1 CLIMBING LANE BETWEEN CARMEL VALLEY ROAD AND RIO ROAD. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT 04/15/07 THROUGH 10/31/10 UNLESS SOONER TERMINATED PURSUANT TO THE AGREEMENT. TOTAL AGREEMENT NOT TO EXCEED \$455,935.00 THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$186,426.58.  THIS PO IS A CONTINUATION OF SC0000000188.  *THIS PURCHASE ORDER IS VALID FROM THE PERIOD OF 7/01/2010 THROUGH THE END OF THE AGREEMENT*.  AMENDMENT NO.3 EXTENDS THE TERM THROUGH OCTOBER 31, 2011 TO CONTINUE TO PROVIDE TASKS ASSOCIATED WITH PHASE 1 - PA&ED AND PHASE 2 - PS&E FOR THE STATE HWY1 CLIMBING LANE BETWEEN CARMEL VALLEY AND RIO ROAD.  COMM LINE DESC: Env Consulting 002 - 3000 - 8195 - RMA012 - 6613 - - - - - 186426.58	.00	.00	186,426.58

## ORIGINAL

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 186,426.58

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/terms\\_conditions.htm](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

TAX EXEMPTION INFORMATION:  
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

*Michael R. [Signature]*

COUNTY BUYER INFORMATION  
Jaime Ayala  
EMAIL: [ayalaj@co.monterey.ca.us](mailto:ayalaj@co.monterey.ca.us)  
TELEPHONE: (831)755-4998 x4998

PRINT DATE: 10/06/10

CONTRACTS/PURCHASING DIVISION  
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

**THIS AMENDMENT NO. 4** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wood Rodgers, 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 May 10, 2007, (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on November 7, 2008 (hereinafter, "Amendment No. 1"), April 1, 2010 (hereinafter, "Amendment No. 2"), and September 10, 2010 (hereinafter, "Amendment No. 3"); and

**WHEREAS**, additional time is necessary as the timeline for completion of tasks associated with the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road (hereinafter, "Project") was delayed due to numerous additional revisions to environmental technical reports and documents required by Caltrans; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to March 1, 2014 with no associated dollar amount increase to continue to provide tasks identified in the Agreement.

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

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

The term of this Agreement is from April 15, 2007 to March 1, 2014, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 8, "Indemnification", to read as follows:

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this

Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 4 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. 4 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR\*

By: *[Signature]*  
Contracts/Purchasing Officer

Wood Rodgers, Inc.  
Contractor's Business Name

Date: OCT 31 2011

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

Its: Ali A. Hemmati, Vice President  
(Print Name and Title)

Date: 10/19/2011

Approved as to Form and Legality  
Office of the County Counsel

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

By: *[Signature]*  
Deputy County Counsel

Its: Mark Rodgers, CFO  
(Print Name and Title)

Date: 10-24-11

Date: 10-19-11

Approved as to Fiscal Provisions

By: *[Signature]*  
Auditor/Controller

Date: 10-24-11

Approved as to Indemnity and Insurance Provisions  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: *[Signature]*  
Risk Management

Date: 10-26-11

ENTERED  
OCT 31 2011  
CCC

\*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.



## DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation applies to General and Auto Liability and Worker's Compensation coverage per policy form wording.

**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 agents, officers and employees

**PROJECT/LOCATION OF COVERED OPERATIONS:** All 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

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

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

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189  
ARCHITECTS PLAN  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 09/27/11  
POLICY NUMBER: BA-5367L055-11-GRP

INSURING COMPANY:  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

WOOD RODGERS INC.  
3301 C ST BLDG 100B ✓  
SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/11 to 10/01/12 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS

Premises	Bldg.		
Loc. No.	No.	Occupancy	Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS  
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:  
Policy Policy No. Insuring Company

DIRECT BILL  
7. PREMIUM SUMMARY:  
Provisional Premium \$  
Due at Inception \$  
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:  
DEALEY RENTON & ASSOC (CGW76)  
P O BOX 12675  
OAKLAND, CA 946042675

COUNTERSIGNED BY:  
\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_



POLICY NUMBER: BA-53671055-11-GRP

EFFECTIVE DATE: 10-01-11

ISSUE DATE: 09-27-11

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89 COMMON POLICY DECLARATIONS  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL TO 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA TO 01 02 07 ✓ BUSINESS AUTO COV PART ITEMS 1, 2  
CA TO 02 11 06 ✓ BUSINESS AUTO COV PART DEC- ITEM 3  
CA TO 03 03 10 BUS AUTO COV PART DECLARATIONS-4&5 *new edition*  
CA TO 30 11 06 ✓ BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" 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.

Endorsement effective 10/27/11	
Named Insured Wood Rodgers, Inc.	

### SCHEDULE

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

County of Monterey  
Resource Managment Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

All Operations of the Named  
Insured. The County of Monterey,  
its agents, officers and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form



Insured: Wood Rodgers, Inc.  
Insurer: The Travelers Indemnity Co of CT  
Policy Number: BA5367L055  
Policy Dates: 10/01/2011-10/01/2012

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## BUSINESS AUTO COVERAGE FORM

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

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

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

### SECTION I – COVERED AUTOS

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

#### A. Description Of Covered Auto Designation Symbols

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

## COMMERCIAL AUTO

### B. Owned Autos You Acquire After The Policy Begins

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

### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

## SECTION II – LIABILITY COVERAGE

### A. Coverage

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

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

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

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

**2. Coverage Extensions****a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

**b. Out-Of-State Coverage Extensions**

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

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

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

**B. Exclusions**

This insurance does not apply to any of the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

**2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

**3. Workers' Compensation**

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

**4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured

## COMMERCIAL AUTO

contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

### 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

### 7. Handling Of Property

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

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

### 8. Movement Of Property By Mechanical Device

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

### 9. Operations

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

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

### 10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

### 11. Pollution

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

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

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

**12. War**

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

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

ernmental authority in hindering or defending against any of these.

**13. Racing**

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

**C. Limit Of Insurance**

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

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

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

**SECTION III – PHYSICAL DAMAGE COVERAGE**

**A. Coverage**

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

**a. Comprehensive Coverage**

From any cause except:

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

**b. Specified Causes Of Loss Coverage**

Caused by:

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

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### c. Collision Coverage

Caused by:

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

### 2. Towing

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

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

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

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

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

### 4. Coverage Extensions

#### a. Transportation Expenses

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

#### b. Loss Of Use Expenses

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

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

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

### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
  - a. Nuclear Hazard
    - (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
  - b. War Or Military Action
    - (1) War, including undeclared or civil war;
    - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

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

#### SECTION IV – BUSINESS AUTO CONDITIONS

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

##### A. Loss Conditions

###### 1. Appraisal For Physical Damage Loss

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

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representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- 3. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and

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

### 4. Loss Payment – Physical Damage Coverages

At our option we may:

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

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

### 5. Transfer Of Rights Of Recovery Against Others To Us

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

## B. General Conditions

### 1. Bankruptcy

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

### 2. Concealment, Misrepresentation Or Fraud

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

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

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium



charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee – Physical Damage Coverages

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

#### 5. Other Insurance

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

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

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

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

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

#### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

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

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

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to

COMMERCIAL AUTO

apply as excess insurance over this Coverage Form.

**SECTION V – DEFINITIONS**

**A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**B.** "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

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

**a.** That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

**b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are ac-

cepted by the "insured" for movement into or onto the covered "auto"; or

**c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

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

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

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Leased worker" does not include a "temporary worker".

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

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

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

## COMMERCIAL AUTO

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

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
  - P. "Trailer" includes semitrailer.

Insured: Wood Rodgers, Inc.  
Insurer: The Travelers Indemnity Co of CT  
Policy Number: BA5367LO55  
Policy Dates: 10/01/2011-10/01/2012

COMMERCIAL AUTO

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

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

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

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

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) --**

POLICY NUMBER: UB3565T841

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

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

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

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

**Schedule**

**Person or Organization:**

County of Monterey  
Resource Management Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

**Job Description:**

All Operations of the Named  
Insured. \*\*\*The County of Monterey,  
its agents, officers and employees  
.

DATE OF ISSUE: 10/27/11



# COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 11-09-2011

SC 3000 0000002014

**IMPORTANT**

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

**VENDOR**  
WOOD RODGERS INC  
3301 C Street Bldg 100-B  
Sacramento CA 95816

**S H I P T O**  
PUBLIC WRK  
168 W. ALISAL ST.,  
2ND FLOOR  
SALINAS CA 93901

**B I L L T O**  
PUBLIC WRK  
168 W ALISAL ST  
2ND FLOOR  
SALINAS CA 93901

VENDOR NUMBER: CV000001969

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0			<p>PURCH DESC: A-10864 WITH WOOD RODGERS, INC. TO PROVIDE PHASE 1-PROJECT REPORT AND ENVIRONMENTAL DOCUMENTATION AND PHASE 2: PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE AS DESCRIBED IN EXHIBIT A TO OBTAIN CALTRANS APPROVAL FOR STATE HIGHWAY 1 CLIMBING LANE BETWEEN CARMEL VALLEY ROAD AND RIO ROAD. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT 04/15/07 THROUGH 10/31/08 UNLESS SOONER TERMINATED PURSUANT TO THE AGREEMENT. TOTAL AGREEMENT NOT TO EXCEED \$431,389.64.</p> <p>AMENDMENT NO. 1 ISSUED TO INCREASE CONTRACT AMOUNT BY \$24,545 FOR A TOTAL AMOUNT NOT TO EXCEED \$455,935, AND TO EXTEND THE TERM OF THE AGREEMENT TO 10/31/2010.</p> <p>AMENDMENT NO. 2 ISSUED TO INTERNALLY TRANSFER FUNDS FROM PHASE 2 TO PHASE 1.</p> <p>AMENDMENT NO.3 EXTENDS THE TERM THROUGH OCTOBER 31, 2011 TO CONTINUE TO PROVIDE TASKS ASSOCIATED WITH PHASE 1 - PA&amp;ED AND PHASE 2 - PS&amp;E FOR THE STATE HWY1 CLIMBING LANE BETWEEN CARMEL VALLEY AND RIO ROAD.</p> <p>*****CHANGE ORDER*****</p> <p>AMENDMENT NO. 4 EXTENDS THE TERM OF THE AGREEMENT FROM 10/31/2011 TO 03/01/2014.</p> <p>THIS PURCHASE ORDER IS VALID FROM THE PERIOD OF 07/01/2011 THROUGH 06/30/2012.</p> <p>PO'S PREVIOUSLY ISSUED FOR THIS AGREEMENT: R300700127, R300800127, R300900127, SC0000000188, SC0000001084.</p>	.00	.00	111,775.96
				COMM LINE DESC: Construction In Progress/Project in Progress			

ORIGINAL

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/terms\\_conditions.htm](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

TAX EXEMPTION INFORMATION:  
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

COUNTY BUYER INFORMATION  
Jaime Ayala  
EMAIL: [ayalaj@co.monterey.ca.us](mailto:ayalaj@co.monterey.ca.us)

TELEPHONE: (831)755-4998 x4998

PRINT DATE: 11/22/11

CONTRACTS/PURCHASING DIVISION  
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 2



# COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 11-09-2011

SC 3000 0000002014

**IMPORTANT**

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

**VENDOR**  
WOOD RODGERS INC  
3301 C Street Bldg 100-B  
Sacramento CA 95816

**SHIP TO**  
PUBLIC WRK  
168 W. ALISAL ST.,  
2ND FLOOR  
SALINAS CA 93901

**BILL TO**  
PUBLIC WRK  
168 W ALISAL ST  
2ND FLOOR  
SALINAS CA 93901

DELIVERY DATE: F.O.B.:

VENDOR NUMBER: CV000001960

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	SALES TAX	UNIT PRICE	EXTENDED PRICE
MSDS: Not Required							
002	-	5000	-	9106 - 7501 -	-	8050	-
							111775.06

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/interim\\_conditions.htm](http://www.co.monterey.ca.us/admin/interim_conditions.htm)

ORDER TOTAL 111,775.96

TAX EXEMPTION INFORMATION:  
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-000024

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

COUNTY BUYER INFORMATION

Jaime Ayala  
EMAIL: [ayalaj@co.monterey.ca.us](mailto:ayalaj@co.monterey.ca.us)  
TELEPHONE: (831)755-4508 x4000

PRINT DATE: 11/22/11

CONTRACTS/PURCHASING DIVISION  
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 2 OF 2



Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No.: A-10864

- a. Approve Amendment No. 5 to Professional Services Agreement No. A-10864 with Wood Rodgers, Inc. to provide additional services associated with Phase 1 – Project Approval and Environmental Documentation for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Project No. 869065, in the amount of \$39,390 for a total amount not to exceed \$495,325, for a term through March 1, 2014; and
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 5 to Professional Services Agreement No. A-10864 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.....

Upon motion of Supervisor Armenta, seconded by Supervisor Potter, and carried by those members present, the Board hereby:

- a. Approved Amendment No. 5 to Professional Services Agreement No. A-10864 with Wood Rodgers, Inc. to provide additional services associated with Phase 1 – Project Approval and Environmental Documentation for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Project No. 869065, in the amount of \$39,390 for a total amount not to exceed \$495,325, for a term through March 1, 2014; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 5 to Professional Services Agreement No. A-10864 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 13<sup>th</sup> day of December, 2011, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Potter and Parker  
 NOES: None  
 ABSENT: None

I, Gail T. Borkowski, 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 75 for the meeting on December 13, 2011.

Dated: January 4, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

**THIS AMENDMENT NO. 5** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wood Rodgers, 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 May 10, 2007, (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on November 7, 2008 (hereinafter, "Amendment No. 1"), April 1, 2010 (hereinafter, "Amendment No. 2"), September 10, 2010 (hereinafter, "Amendment No. 3"), and October 31, 2011 (hereinafter, "Amendment No. 4"); and

**WHEREAS**, the anticipated budget for tasks associated with Phase 1 - Project Approval and Environmental Documentation (PA&ED) of the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road (hereinafter, "Project") was depleted due to additional costs associated with numerous additional revisions to environmental technical reports and documents as required by Caltrans; and

**WHEREAS**, additional funding is required to complete tasks under Phase 1 of the Project and to allow revision of the Draft Project Report (DPR) and Draft Environmental Document (DED), preparation of exhibits, attendance at public meetings, evaluation of the feasibility of roundabouts at the Project location, and response to public review comments on the Environmental Document for preparation of the Final Environmental Document and the Project Report; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$39,390.00 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3 and A-4 in conformity with the terms of this Agreement. The services are generally described as follows: Provide Phase 1 – Project Approval and Environmental Documentation and Phase 2 - Plans, Specifications and Engineer's Estimate as described in Exhibits A, A-1, A-2, A-3 and A-4 to obtain Caltrans approval for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3 and A-4, 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 \$495,324.64.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4 – Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 5 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. 5 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR\*

By: [Signature]  
Contracts/Purchasing Officer

Wood Rodgers, Inc.  
Contractor's Business Name

Date: 2-1-12

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

Its: Ali A. Hemmati, Vice President  
(Print Name and Title)

Date: 11/16/2011

Approved as to Form and Legality  
Office of the County Counsel

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

By: [Signature]  
Deputy County Counsel

Its: Timothy R. Crush, Secretary  
(Print Name and Title)

Date: 11-18-11

Date: 11/16/11

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 11/22/11

Approved as to Indemnity and Insurance Provisions

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

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

ENTERED

JAN 31 2012

CCC

\*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.

## EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

1. Wood Rodgers and LSA will revise the Draft Environmental Document (DED) and Draft Project Report (DPR) for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road to incorporate unanticipated additional revisions required by Caltrans due to changes in Caltrans format requirements as well as changes on the project site as a result of recently constructed Carmel Hills Trail project in the area.
2. Wood Rodgers will prepare exhibits and attend up to two public information meetings to present the project to interested members of the public.
3. Wood Rodgers will evaluate the feasibility of roundabouts at the SR-1/Carmel Valley Road and SR-1/Rio Road intersections as an alternative to the improvements shown in the circulated DED and DPR. Evaluation of the feasibility of roundabouts will potentially require both additional traffic analysis (to determine whether roundabouts can operate effectively under the design traffic volumes) and geometric analysis (to determine whether roundabouts can be constructed within the space available in accordance with geometric standards established by Caltrans and provide the required sight distances to operate safely).

This feasibility evaluation will explore the following technical parameters in order to determine if the roundabout concept would be operationally feasible.

- Inscribed Diameter and Number of circulating lanes (single-lane or multi-lane)
- Basic Design parameters (such as entry angle, entry speeds, flares and transition lengths)
- Operational Level of Service under year 2015 “Opening Day” traffic volumes and year 2035 “Design Year” traffic volumes (with comparison to Caltrans minimum standards)

All operational capacity analyses will be completed at a preliminary planning level using *RODEL* roundabout specialty software. The Latest Highway Capacity Manual methods and other alternative software (such as *SIDRA*) for roundabout evaluation will also be used to verify results as necessary. This analysis will be summarized in a brief technical memorandum, using appropriate text, tables, and figures to document the evaluation, findings and recommendations. Following review of the preliminary findings by the Project Development Team (PDT), Wood Rodgers will include/reference the roundabout feasibility evaluation as part of appropriate “Response to Comments” received regarding the Draft Environmental Document (DED).

A layout drawing and profile drawings will be prepared if preliminary analysis shows that roundabouts have the potential to operate acceptably, to determine if geometric standards can be met.

This feasibility analysis is anticipated to include only enough study to determine whether or not there is a “fatal flaw” in the concept of constructing roundabouts. If roundabouts are found to be feasible, further effort will be required to incorporate them into the DED and DPR that is beyond the scope of this Amendment. That further analysis would include detailed design and operational evaluation of the roundabout concept; preparation of a Caltrans *Roundabout Concept Report* (RCR) and detailed traffic micro-simulation evaluation of the proposed roundabouts for PDT approval. That additional analysis, if necessary, will be scoped and budgeted separately.

4. Wood Rodgers and LSA will respond to public review comments on the Environmental Document and prepare the final Environmental Document and the Project Report.

**EXHIBIT A-4 -- SCOPE OF SERVICES/PAYMENT PROVISIONS**

The level of effort associated with the additional scope of work described above is estimated as:

<b>Wood Rodgers Classification</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fee</b>
Project Manager / Principal	48	\$185	\$8,880
Engineer III	124	\$125	\$15,500
Engineer II	84	\$115	\$9,660
Administrative Assistant	8	\$70	\$ 560
<b>Wood Rodgers Total</b>			<b>\$34,600</b>
<b>LSA Associates Total</b>			<b>\$4,790</b>
<b>TOTAL</b>			<b>\$39,390</b>

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/11

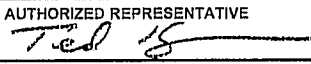
<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento, CA 95816-3342	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: The Travelers Indemnity Co of CT INSURER B: Travelers Property Casualty Co of Am INSURER C: Travelers Property & Casualty Co. of A INSURER D: XL Specialty Insurance Co. INSURER E:	<b>NAIC #</b> 25674

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/11	10/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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
A		AUTOMOBILE LIABILITY <input checked="" 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	BA5367L055	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CUP007348Y112	10/01/11	10/01/12	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB3565T841	10/01/11	10/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D		OTHER Professional Liability	DPR9696262	10/01/11	10/01/12	\$5,000,000 per claim \$7,000,000 annl aggr.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 All Operations of the Named Insured.  
 The County of Monterey, its agents, officers and employees are named as Additional insureds to General and Auto Liability per policy form wording.  
 Such Insurance is Primary and Non-contributory  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> County of Monterey Resource Managment Agency Attn: Dalia M. Mariscal 168 West Alisal Street, 2nd Floor Salinas, CA 93901	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>ADVISE BY MAIL</del> <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>ADVISE BY MAIL</del> <del>XX</del> <del>XX</del> AUTHORIZED REPRESENTATIVE 
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**DESCRIPTIONS (Continued from Page 1)**

Waiver of Subrogation applies to General and Auto Liability and Worker's Compensation coverage per policy form wording.



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 agents, officers and employees  
**PROJECT/LOCATION OF COVERED OPERATIONS:** All 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

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

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

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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



One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189  
ARCHITECTS PLAN  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 09/27/11  
POLICY NUMBER: BA-5367L055-11-GRP

INSURING COMPANY:  
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:  
WOOD RODGERS INC.  
3301 C ST BLDG 100B  
SACRAMENTO, CA 95816 ✓

2. POLICY PERIOD: From 10/01/11 to 10/01/12 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS  
Premises Bldg.  
Loc. No. No. Occupancy Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS  
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:  
Policy Policy No. Insuring Company

DIRECT BILL  
7. PREMIUM SUMMARY:  
Provisional Premium \$  
Due at Inception \$  
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:  
DEALEY RENTON & ASSOC (CGW76)  
P O BOX 12675  
OAKLAND, CA 946042675

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_



POLICY NUMBER: BA-5367L055-11-GRP

EFFECTIVE DATE: 10-01-11

ISSUE DATE: 09-27-11

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89 COMMON POLICY DECLARATIONS  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL TO 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA TO 01 02 07 ✓ BUSINESS AUTO COV PART ITEMS 1, 2  
CA TO 02 11 06 ✓ BUSINESS AUTO COV PART DEC- ITEM 3  
CA TO 03 03 10 BUS AUTO COV PART DECLARATIONS-4&5 *New edition*  
CA TO 30 11 06 ✓ BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD  
CA TO 31 03 10 TABLE OF CONTENTS-BUSINESS AUTO COV FORM *New edition*  
CA 00 01 03 10<sup>1</sup> BUSINESS AUTO COVERAGE FORM *New edition*  
CA 20 54 10 01<sup>1</sup> EMPLOYEE HIRED AUTO *New*  
CA T4 52 11 09 SHORT TERM HIRED AUTO - ADDL INSD *New*  
CA T4 59 03 10 AMENDMENT OF EMPLOYEE DEFINITION  
CA 01 36 03 10 NEVADA CHANGES *New edition*  
CA 01 43 05 07 ✓ CALIFORNIA CHANGES  
CA 03 05 02 97 ✓ CA CHANGES-WAIVER OF COLLISION DED  
CA 04 24 04 06 ✓ CALIFORNIA AUTO MED PAY COV  
CA 20 48 02 99 ✓ DESIGNATED INSURED  
CA 21 27 06 08 ✓ NEVADA UM COVERAGE  
CA 21 54 09 09 ✓ CA UM MOTORISTS COVERAGE - BODILY INJURY  
CA 99 03 03 06 ✓ AUTO MED PAY COVERAGE  
CA T3 40 08 08 ✓ BLANKET WAIVER OF SUBROGATION  
CA T3 04 01 87 ✓ AMENDED TITLE-AUTO COVERAGE PARTS

INTERLINE ENDORSEMENTS

IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM  
IL 01 10 09 07 NV CHANGES-CONCEALMENT, MISREP OR FRAUD  
IL 01 15 01 10 NEVADA CHANGES - DOMESTIC PARTNERSHIP  
IL 02 51 09 07 NV CHANGES-CANCELLATION & NONRENEWAL  
IL 02 70 09 08 CA CHANGES-CANCELLATION & NON-RENEWAL

POLICYHOLDER NOTICES

PN CA 36 09 05 CA AUTO BODY REPAIR CONS BILL OF RIGHTS

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

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" 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.

Endorsement effective 10/27/11	
Named Insured Wood Rodgers, Inc.	

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

County of Monterey  
 Resource Management Agency  
 Attn: Dalia M. Mariscal  
 168 West Alisal Street, 2nd Floor  
 Salinas, CA 93901

All Operations of the Named  
 Insured. The County of Monterey,  
 its agents, officers and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form

Insured: Wood Rodgers, Inc.  
Insurer: The Travelers Indemnity Co of CT  
Policy Number: BA5367L055  
Policy Dates: 10/01/2011-10/01/2012

COMMERCIAL AUTO

## BUSINESS AUTO COVERAGE FORM

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

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

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

### SECTION I – COVERED AUTOS

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

#### A. Description Of Covered Auto Designation Symbols

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

## COMMERCIAL AUTO

### B. Owned Autos You Acquire After The Policy Begins

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

### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

## SECTION II – LIABILITY COVERAGE

### A. Coverage

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

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

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

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

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

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

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

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

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

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured



## COMMERCIAL AUTO

contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

### 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

### 7. Handling Of Property

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

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

### 8. Movement Of Property By Mechanical Device

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

### 9. Operations

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

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

### 10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

### 11. Pollution

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

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

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

## 12. War

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

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

ernmental authority in hindering or defending against any of these.

## 13. Racing

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

## C. Limit Of Insurance

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

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

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

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. Coverage

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

#### a. Comprehensive Coverage

From any cause except:

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

#### b. Specified Causes Of Loss Coverage

Caused by:

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

## COMMERCIAL AUTO

### c. Collision Coverage

Caused by:

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

### 2. Towing

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

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

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

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

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

### 4. Coverage Extensions

#### a. Transportation Expenses

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

#### b. Loss Of Use Expenses

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

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

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

### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

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

#### b. War Or Military Action

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

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

### SECTION IV – BUSINESS AUTO CONDITIONS

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

#### A. Loss Conditions

##### 1. Appraisal For Physical Damage Loss

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

## COMMERCIAL AUTO

representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

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

### 4. Loss Payment – Physical Damage Coverages

At our option we may:

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

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

### 5. Transfer Of Rights Of Recovery Against Others To Us

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

## B. General Conditions

### 1. Bankruptcy

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

### 2. Concealment, Misrepresentation Or Fraud

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

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

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee – Physical Damage Coverages

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

#### 5. Other Insurance

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

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

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

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

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

#### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

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

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

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

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

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to

## COMMERCIAL AUTO

apply as excess insurance over this Coverage Form.

### SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
  2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

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

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

cepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Leased worker" does not include a "temporary worker".

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

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

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



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

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
  - P. "Trailer" includes semitrailer.

Insured: Wood Rodgers, Inc.  
Insurer: The Travelers Indemnity Co of CT  
Policy Number: BA5367L055  
Policy Dates: 10/01/2011-10/01/2012

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

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

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

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

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB3565T841

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

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

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

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

**Schedule**

**Person or Organization:**

County of Monterey  
Resource Managment Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

**Job Description:**

All Operations of the Named  
Insured. \*\*\*The County of Monterey,  
its agents, officers and employees

DATE OF ISSUE: 10/27/11



# COUNTY OF MONTEREY

## PURCHASE ORDER

ORDER DATE 02-29-2012

SC 3000 0000002014

**IMPORTANT**

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

<b>WOOD RODGERS INC</b> 3301 C Street Bldg 100-B Sacramento CA 95816	PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901	PUBLIC WRK 168 W ALISAL ST 2ND FLOOR SALINAS CA 93901
VENDOR: S H I P T O PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901		B I L L T O PUBLIC WRK 168 W ALISAL ST 2ND FLOOR SALINAS CA 93901
VENDOR: CV000001969 DELIVERY DATE: F.O.B.:		

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0			PURCH DESC: A-10864 WITH WOOD RODGERS, INC. TO PROVIDE PHASE 1-PROJECT REPORT AND ENVIRONMENTAL DOCUMENTATION AND PHASE 2: PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE AS DESCRIBED IN EXHIBIT A TO OBTAIN CALTRANS APPROVAL FOR STATE HIGHWAY 1 CLIMBING LANE BETWEEN CARMEL VALLEY ROAD AND RIO ROAD. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT 04/15/07 THROUGH 10/31/08 UNLESS SOONER TERMINATED PURSUANT TO THE AGREEMENT. TOTAL AGREEMENT NOT TO EXCEED \$431,389.64. AMENDMENT NO. 1 ISSUED TO INCREASE CONTRACT AMOUNT BY \$24,545 FOR A TOTAL AMOUNT NOT TO EXCEED \$455,935, AND TO EXTEND THE TERM OF THE AGREEMENT TO 10/31/2010. AMENDMENT NO. 2 ISSUED TO INTERNALLY TRANSFER FUNDS FROM PHASE 2 TO PHASE 1. AMENDMENT NO.3 EXTENDS THE TERM THROUGH OCTOBER 31, 2011 TO CONTINUE TO PROVIDE TASKS ASSOCIATED WITH PHASE 1 - PA&E AND PHASE 2 - PS&E FOR THE STATE HWY1 CLIMBING LANE BETWEEN CARMEL VALLEY AND RIO ROAD. AMENDMENT NO. 4 EXTENDS THE TERM OF THE AGREEMENT FROM 10/31/2011 TO 03/01/2014. *****CHANGE ORDER***** AMENDMENT NO. 5 INCREASES THE AMOUNT OF THE PSA BY \$39,390 FOR A TOTAL AMOUNT NOT TO EXCEED \$495,324.64.  THIS PURCHASE ORDER IS VALID FROM THE PERIOD OF 07/01/2011 THROUGH 06/30/2012.  PO'S PREVIOUSLY ISSUED FOR THIS AGREEMENT: R300700127, R300800127, R300900127, SC0000000188, SC0000001084.  COMM LINE DESC: Construction In Progress/Project in Progress	.00	.00	151,165.96

**ORDER TOTAL**

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY  
 All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/terms\\_conditions.htm](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

<b>TAX EXEMPTION INFORMATION:</b> FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524	<b>COUNTY BUYER INFORMATION</b> Jaime Ayala EMAIL: <a href="mailto:ayaiaj@co.monterey.ca.us">ayaiaj@co.monterey.ca.us</a>	TELEPHONE: (831)755-4998 x4998
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AUTHORIZED BY COUNTY OF MONTEREY  
 DEPUTIZED PURCHASING AGENT  
  
 CONTRACTS/PURCHASING DIVISION  
 168 W. Alisal St. 3rd Floor, Salinas, CA 93901  
 PRINT DATE: 02/29/12  
 PAGE NUMBER: 1 OF 2



# COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 02-29-2012

SC 3000 0000002014

**IMPORTANT**

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

**VENDOR**  
WOOD RODGERS INC  
3301 C Street Bldg 100-B  
Sacramento CA 95816

**SHIP TO**  
PUBLIC WRK  
168 W. ALISAL ST.,  
2ND FLOOR  
SALINAS CA 93901

**BILL TO**  
PUBLIC WRK  
168 W ALISAL ST  
2ND FLOOR  
SALINAS CA 93901

VENDOR NUMBER: CV000001969

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				MSDS: Not Required			
		002 - 3000 -	8195 - RMA012 -	7551 -	- 8690 -	- 8690 -	151165.96

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**ORDER TOTAL** 151,165.96

**TAX EXEMPTION INFORMATION:**

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

*Michael R. Ten*

**COUNTY BUYER INFORMATION**

Jaime Ayala

EMAIL: [ayalaj@co.monterey.ca.us](mailto:ayalaj@co.monterey.ca.us)

TELEPHONE: (831)755-4998 x4998

**AMENDMENT NO. 6  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

**THIS AMENDMENT NO. 6** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wood Rodgers, 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 May 10, 2007, (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on November 7, 2008 (hereinafter, "Amendment No. 1"), April 1, 2010 (hereinafter, "Amendment No. 2"), September 10, 2010 (hereinafter, "Amendment No. 3"), October 31, 2011 (hereinafter, "Amendment No. 4"), and February 1, 2012 (hereinafter, "Amendment No. 5"); and

**WHEREAS**, the 65% Plans, Specifications and Estimate (PS&E) have been completed for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road (hereinafter, "Project"), and submitted to the Department of Transportation (Caltrans); and

**WHEREAS**, the final design of the Project has not been completed due to an unanticipated delay caused by Caltrans' requirement to prepare and submit a Mandatory Design Standard Exception Fact Sheet due to the anticipated increase in vehicle speeds as forecasted by Caltrans; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to complete the Project's final design; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to March 1, 2015 with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 6.

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

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

The term of this Agreement is from April 15, 2007 to March 1, 2015, unless sooner terminated pursuant to the terms of this Agreement.

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

3. This Amendment No. 6 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. 6 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: Debra Buford  
Contracts/Purchasing Officer

Date: 18 February 2014

Approved as to Form and Legality  
Office of the County Counsel

By: JJA  
Deputy County Counsel

Date: 2/10/14

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 2-3-14

Approved as to Indemnity and Insurance Provisions

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

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

CONTRACTOR\*

Wood Rodgers, Inc.  
Contractor's Business Name

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

Its: Ali A. Hemmati, Vice President  
(Print Name and Title)

Date: [Signature] 1/30/2014

By: Timothy R. Crush, Secretary  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: [Signature]  
(Print Name and Title)

Date: 1/30/2014

\*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.

Client#: 2

WOODRODGE1

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/01/2013
<b>PRODUCER</b> Dealey, Renton & Associates . O. Box 12675 Oakland, CA 94604-2675 510 465-3090		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  INSURERS AFFORDING COVERAGE
<b>INSURED</b> Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento, CA 95816-3342		INSURER A: Travelers Property Casualty Co INSURER B: XL Specialty Insurance Co. INSURER C: INSURER D: INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <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"/> PROJE CT <input type="checkbox"/> LOC	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/13	10/01/14	EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$300,000
					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
A	AUTOMOBILE LIABILITY <input checked="" 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	BA5367L055	10/01/13	10/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CUP007348Y112	10/01/13	10/01/14	EACH OCCURRENCE	\$10,000,000
					AGGREGATE	\$10,000,000
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB4020T377	01/01/13	01/01/14	<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
B	OTHER Professional Liability	DPR9709817	10/01/13	10/01/14	\$5,000,000 per claim	\$7,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 All Operations of the Named Insured.  
  
 The County of Monterey, its agents, officers and employees are named as Additional insureds to General and Auto Liability per policy form wording.  
 (See Attached Descriptions)

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
County of Monterey Contracts/Purchasing Dept 168 West Alisal Street, 3rd Floor Salinas, CA 93901-0000		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>SEND BY</del> MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY <del>MAIL TO THE CERTIFICATE HOLDER</del> _____ AUTHORIZED REPRESENTATIVE <i>Julie La Nelson</i>



DESCRIPTIONS (Continued from Page 1)

uch Insurance is Primary and Non-contributory

Waiver of Subrogation applies to General and Auto Liability and Worker's Compensation coverage per policy form wording.

POLICY NUMBER: 6805350L903

COMMERICAL GENERAL LIABILITY  
ISSUE DATE: 10/01/13

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): County of Monterey  
Contracts/Purchasing Dept  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901-0000

### PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees

### 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

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

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

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" 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.

Endorsement effective 10/01/13	
Named Insured Wood Rodgers, Inc.	Countersigned by <i>Michelle C...</i> (Authorized Representative)

#### SCHEDULE

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

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

## BUSINESS AUTO COVERAGE FORM

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

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

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

### SECTION I - COVERED AUTOS

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

#### A. Description Of Covered Auto Designation Symbols

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

## COMMERCIAL AUTO

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

### B. Owned Autos You Acquire After The Policy Begins

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

### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

## SECTION II - LIABILITY COVERAGE

### A. Coverage

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

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

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

#### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".

## COMMERCIAL AUTO

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

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

### 2. Coverage Extensions

#### a. Supplementary Payments

We will pay for the "insured":

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

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

These payments will not reduce the Limit of Insurance.

#### b. Out-of-state Coverage Extensions

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

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

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

### B. Exclusions

This Insurance does not apply to any of the following:

#### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

#### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

## COMMERCIAL AUTO

### 3. Workers' Compensation

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

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

### 5. Fellow Employee

"Bodily injury" to:

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

### 6. Care, Custody Or Control

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

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

### 7. Handling Of Property

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

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

### 8. Movement Of Property By Mechanical Device

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

### 9. Operations

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

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

### 10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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



(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

#### 11. Pollution

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

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

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

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

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

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

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

#### 12. War

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

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

#### 13. Racing

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

#### C. Limit Of Insurance

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

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

## COMMERCIAL AUTO

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

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

### SECTION III - PHYSICAL DAMAGE COVERAGE

#### A. Coverage

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

##### a. Comprehensive Coverage

From any cause except:

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

##### b. Specified Causes Of Loss Coverage

Caused by:

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

##### c. Collision Coverage

Caused by:

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

#### 2. Towing

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

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

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

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

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

#### 4. Coverage Extensions

##### a. Transportation Expenses

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

##### b. Loss Of Use Expenses

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

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

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

#### B. Exclusions

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

## COMMERCIAL AUTO

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

### a. Nuclear Hazard

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

### b. War Or Military Action

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

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

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

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

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

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

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

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

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

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

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

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

### C. Limit Of Insurance

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

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

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

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

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

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

### D. Deductible

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

## SECTION IV - BUSINESS AUTO CONDITIONS

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

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

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

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

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

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

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

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

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

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

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

#### 3. Legal Action Against Us

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

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

#### 4. Loss Payment - Physical Damage Coverages

At our option we may:

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

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

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

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

**B. General Conditions**

**1. Bankruptcy**

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

**2. Concealment, Misrepresentation Or Fraud**

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

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

**3. Liberalization**

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

**4. No Benefit To Bailee - Physical Damage Coverages**

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

**5. Other Insurance**

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

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

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

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

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

**6. Premium Audit**

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

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

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### 7. Policy Period, Coverage Territory

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

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

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

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

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

## SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

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

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

C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

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

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

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

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

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
  1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

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

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

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  - J. "Loss" means direct and accidental loss or damage.
  - K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

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

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

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

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense";to which this insurance applies, are alleged.

"Suit" includes:

  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

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

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

#### A. BLANKET ADDITIONAL INSURED

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

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

#### B. EMPLOYEE HIRED AUTO

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

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

performing duties related to the conduct of your business.

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

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

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

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

#### C. EMPLOYEES AS INSURED

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

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

### D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

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

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

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

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

### E. TRAILERS - INCREASED LOAD CAPACITY

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

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

### F. HIRED AUTO PHYSICAL DAMAGE

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

#### Hired Auto Physical Damage Coverage

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

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) \$50,000;

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

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

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

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

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

(5) This Coverage Extension does not apply to:

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

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

### G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

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

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

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted.

### I. WAIVER OF DEDUCTIBLE - GLASS

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

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

### J. PERSONAL EFFECTS

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

#### Personal Effects Coverage

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

(1) Owned by an "insured"; and

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

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

No deductibles apply to Personal Effects coverage.

**K. AIRBAGS**

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

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

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

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

**L. AUTO LOAN LEASE GAP**

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

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

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

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

(2) Any:

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

**M. BLANKET WAIVER OF SUBROGATION**

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

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

Wood Rodgers, Inc.

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB4020T377

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

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

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

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

Schedule

Person or Organization:

County of Monterey  
Contracts/Purchasing Dept  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901-0000

Job Description:

All Operations of the Named Insured. NAME OF PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees .

DATE OF ISSUE: 01/01/13

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
1/03/2014

PRODUCER  
Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURER A: Travelers Property Casualty Co  
INSURER B: XL Specialty Insurance Co.  
INSURER C:  
INSURER D:  
INSURER E:

INSURED  
Wood Rodgers, Inc.  
3301 C Street, Bldg 100B  
Sacramento, CA 95816-3342

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/13	10/01/14	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS -COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY	BA5367L055	10/01/13	10/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$
A	EXCESS LIABILITY	CUP4161T309	10/01/13	10/01/14	EACH OCCURRENCE	\$10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$10,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB4020T377	01/01/14	01/01/15	<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	
B	OTHER Professional Liability	DPR9709817	10/01/13	10/01/14	\$5,000,000 per claim	
					\$7,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
All Operations of the Named Insured.

The County of Monterey, its agents, officers and employees are named as Additional insureds to General and Auto Liability per policy form wording.  
(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY ~~REGISTERED MAIL~~ REGISTERED MAIL ~~AND BY FIRST CLASS MAIL TO ANY OTHER ADDRESSES OF THE INSURED'S AGENT~~ AND BY FIRST CLASS MAIL TO ANY OTHER ADDRESSES OF THE INSURED'S AGENT

AUTHORIZED REPRESENTATIVE

*Julie La Nelson*

County of Monterey  
Contracts/Purchasing Dept  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901-0000



# COUNTY OF MONTEREY PURCHASE ORDER

ORDER DATE 03-10-2014

SC 3000 0000003647

### IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

**VENDOR**  
WOOD RODGERS INC  
3301 C Street Bldg 100-B  
Sacramento CA 95816

**SHIP TO**  
PUBLIC WRK  
168 W. ALISAL ST.,  
2ND FLOOR  
SALINAS CA 93901

**BILL TO**  
PUBLIC WRK  
168 W ALISAL ST  
2ND FLOOR  
SALINAS CA 93901

VENDOR NUMBER: CV000001969

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				<p>PURCH DESC: A-10864 WITH WOOD RODGERS, INC. TO PROVIDE PHASE 1-PROJECT REPORT AND ENVIRONMENTAL DOCUMENTATION AND PHASE 2: PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE AS DESCRIBED IN EXHIBIT A TO OBTAIN CALTRANS APPROVAL FOR STATE HIGHWAY 1 CLIMBING LANE BETWEEN CARMEL VALLEY ROAD AND RIO ROAD. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT 04/15/07 THROUGH 10/31/08 UNLESS SOONER TERMINATED PURSUANT TO THE AGREEMENT. TOTAL AGREEMENT NOT TO EXCEED \$431,389.64.</p> <p>AMENDMENT NO. 1 ISSUED TO INCREASE CONTRACT AMOUNT BY \$24,545 FOR A TOTAL AMOUNT NOT TO EXCEED \$455,935. AND TO EXTEND THE TERM OF THE AGREEMENT TO 10/31/2010.</p> <p>AMENDMENT NO. 2 ISSUED TO INTERNALLY TRANSFER FUNDS FROM PHASE 2 TO PHASE 1.</p> <p>AMENDMENT NO.3 EXTENDS THE TERM THROUGH OCTOBER 31, 2011 TO CONTINUE TO PROVIDE TASKS ASSOCIATED WITH PHASE 1 - PA&amp;E AND PHASE 2 - PS&amp;E FOR THE STATE HWY1 CLIMBING LANE BETWEEN CARMEL VALLEY AND RIO ROAD.</p> <p>AMENDMENT NO. 4 EXTENDS THE TERM OF THE AGREEMENT FROM 10/31/2011 TO 03/01/2014.</p> <p>AMENDMENT NO. 5 INCREASES THE AMOUNT OF THE PSA BY \$39,390 FOR A TOTAL AMOUNT NOT TO EXCEED \$495,324.64.</p> <p>AMENDMENT NO. 6 EXTENDS THE TERM OF THE PSA TO 3/1/15.</p> <p>THIS PURCHASE ORDER IS VALID FROM THE PERIOD OF 07/01/2013 THROUGH 03/01/14.</p> <p>PO'S PREVIOUSLY ISSUED FOR THIS AGREEMENT: R300700127, R300800127, R300900127, SC0000000188, SC0000001084, SC0000002014 &amp; SC0000003048</p>			
1	0.0		91299		.00	.00	22,227.00

RECEIVED  
BY [Signature]  
DATE 3/14/14

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/terms\\_conditions.htm](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

TAX EXEMPTION INFORMATION:  
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION  
TELEPHONE:  
EMAIL:

AUTHORIZED BY COUNTY OF MONTEREY  
DEPUTIZED PURCHASING AGENT

*Michael R. [Signature]*



# COUNTY OF MONTEREY

## PURCHASE ORDER

ORDER DATE 03-10-2014

SC 3000 0000003647

**IMPORTANT**

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

<b>VENDOR</b> WOOD RODGERS INC 3301 C Street Bldg 100-B Sacramento CA 95816	<b>S H I P T O</b> PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901	<b>B I L L T O</b> PUBLIC WRK 168 W ALISAL ST 2ND FLOOR SALINAS CA 93901
VENDOR NUMBER: CV000001969		F.O.B.:
DELIVERY DATE:		F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				COMM LINE DESC: Construction In Progress/Project in Progress			
				MSDS: Not Required			
			002 - 3000 - 8195 - RMA012 - 7551 -	- 8690 - 8690 -	- 22227.00		
			91299				
			COMM LINE DESC: FY13 ACCRUAL INVOICE 84878 - RIO RD HWY 1 WOOD RODGERS				
			MSDS: Not Required				
			002 - 3000 - 8195 - RMA012 - 7551 -	- 8690 - 8690 -	250.00		
2	0.0				.00	.00	250.00
<b>ORDER TOTAL</b>							<b>22,477.00</b>

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at [http://www.co.monterey.ca.us/admin/terms\\_conditions.htm](http://www.co.monterey.ca.us/admin/terms_conditions.htm)

TAX EXEMPTION INFORMATION: FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524	COUNTY BUYER INFORMATION TELEPHONE: EMAIL:
--	--

AUTHORIZED BY COUNTY OF MONTEREY  
 DEPUTIZED PURCHASING AGENT

**AMENDMENT NO. 7  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

**THIS AMENDMENT NO. 7** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wood Rodgers, 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 May 10, 2007, (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on November 7, 2008 (hereinafter, "Amendment No. 1"), April 1, 2010 (hereinafter, "Amendment No. 2"), September 10, 2010 (hereinafter, "Amendment No. 3"), October 31, 2011 (hereinafter, "Amendment No. 4"), February 1, 2012 (hereinafter, "Amendment No. 5"), and February 18, 2014 (hereinafter, "Amendment No. 6"); and

**WHEREAS**, County prepared and submitted a Mandatory Design Standard Exception Fact Sheet and Advisory Design Standard Exception Fact Sheet for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road (hereinafter, "Project") to the Department of Transportation (Caltrans); and

**WHEREAS**, the final design of the Project has not been completed due to Caltrans' delay in approval of the Project's fact sheets; and

**WHEREAS**, additional time is necessary to allow sufficient time to obtain Caltrans' approval of the Project's fact sheets; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to September 1, 2015 with no associated dollar amount increase to allow sufficient time to obtain Caltrans' approval of the Project's fact sheets.

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

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

The term of this Agreement is from April 15, 2007 to September 1, 2015, unless sooner terminated pursuant to the terms of this Agreement.

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



3. This Amendment No. 7 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. 7 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: Debra Wilcox for Mude  
Contracts/Purchasing Officer

Date: 20 Oct 2015

Approved as to Form and Legality  
Office of the County Counsel

By: Cynthia D. Sisson  
Deputy County Counsel

Date: 2-18-15

Approved as to Fiscal Provisions

By: [Signature]  
Additor/Controller

Date: 2-20-15

Approved as to Indemnity and Insurance Provisions  
COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: [Signature]  
Risk Management

Date: 2-19-15

CONTRACTOR\*

Wood Rodgers, Inc.  
Contractor's Business Name

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

Its: Ali A. Hemmati, Vice President  
(Print Name and Title)

Date: 2/13/2015

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

Its: \_\_\_\_\_  
(Print Name and Title)

Date: 2/13/2015

\*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.

Client#: 2085

WOODRODGE1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/23/2014

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> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 510 465-3090		FAX (A/C, No): 510 452-2193
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento, CA 95816-3342	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Travelers Property Casualty Co		25674
	INSURER B: St. Paul Fire & Marine Ins. Co.		24767
	INSURER C: XL Specialty Insurance Co.		37885
	INSURER D:		
	INSURER E:		

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	GENERAL LIABILITY <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		8805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" 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		BA5367L055	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 0		ZUP14S76711	10/01/2014	10/01/2015	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 N/A	UB4020T377	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> MC 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
C	Professional Liability		DPR9717707	10/01/2014	10/01/2015	\$5,000,000 per claim \$7,000,000 annl aggr.

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

All Operations of the Named Insured.

The County of Monterey, its agents, officers and employees are named as Additional Insureds to General and Auto Liability per policy form wording.

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> County of Monterey Contracts/Purchasing Dept 168 West Alisal Street, 3rd Floor Salinas, CA 93901-0000	<b>CANCELLATION</b> 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 
---	--

## DESCRIPTIONS (Continued from Page 1)

Such Insurance is Primary and Non-contributory

Waiver of Subrogation applies to General and Auto Liability and Worker's Compensation coverage per policy form wording.

POLICY NUMBER: 6805350L903

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 10/01/2014

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): County of Monterey  
Contracts/Purchasing Dept  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901-0000

### PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees

### 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

## COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

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

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

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

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

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

POLICY NUMBER: BA5367L055

COMMERCIAL AUTO  
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" 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.

Endorsement effective 10/01/2014	
Named Insured Wood Rodgers, Inc.	Countersigned by <i>Michelle C...</i> (Authorized Representative)

### SCHEDULE

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

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

## BUSINESS AUTO COVERAGE FORM

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

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

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

### SECTION I - COVERED AUTOS

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

#### A. Description Of Covered Auto Designation Symbols

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

## COMMERCIAL AUTO

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

### B. Owned Autos You Acquire After The Policy Begins

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

### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

## SECTION II - LIABILITY COVERAGE

### A. Coverage

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

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

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

#### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto".



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

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

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

**2. Coverage Extensions**

**a. Supplementary Payments**

We will pay for the "insured":

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

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

These payments will not reduce the Limit of insurance.

**b. Out-of-state Coverage Extensions**

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

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

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

**E. Exclusions**

This insurance does not apply to any of the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

**2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

## COMMERCIAL AUTO

### 3. Workers' Compensation

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

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

### 5. Fellow Employee

"Bodily injury" to:

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

### 6. Care, Custody Or Control

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

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

### 7. Handling Of Property

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

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

### 8. Movement Of Property By Mechanical Device

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

### 9. Operations

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

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

### 10. Completed Operations

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

In this exclusion, your work means:

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

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

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

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

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

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

**11. Pollution**

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

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

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

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

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

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

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

**12. War**

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

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

**13. Racing**

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

**C. Limit Of Insurance**

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

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

## COMMERCIAL AUTO

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

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

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. **Comprehensive Coverage**  
From any cause except:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.
  - b. **Specified Causes Of Loss Coverage**  
Caused by:
    - (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
  - c. **Collision Coverage**  
Caused by:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.
2. **Towing**  
We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.
3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**  
If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:
  - a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; and
  - c. "Loss" caused by falling objects or missiles.However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

##### a. Transportation Expenses

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

##### b. Loss Of Use Expenses

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

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

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

#### B. Exclusions

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

## COMMERCIAL AUTO

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

### a. Nuclear Hazard

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

### b. War Or Military Action

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" due and confined to:
  - a. Wear and tear, freezing, mechanical or electrical breakdown.
  - b. Blowouts, punctures or other road damage to tires.

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

4. We will not pay for "loss" to any of the following:
  - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently

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

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

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

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

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

### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

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

### D. Deductible

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

## SECTION IV – BUSINESS AUTO CONDITIONS

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

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

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

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

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

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

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

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

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "Insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

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

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### 3. Legal Action Against Us

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

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

#### 4. Loss Payment – Physical Damage Coverages

At our option we may:

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

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

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

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

**B. General Conditions**

**1. Bankruptcy**

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

**2. Concealment, Misrepresentation Or Fraud**

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

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

**3. Liberalization**

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

**4. No Benefit To Bailee - Physical Damage Coverages**

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

**5. Other Insurance**

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

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

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

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

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

**6. Premium Audit**

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## COMMERCIAL AUTO

### 7. Policy Period, Coverage Territory

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

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

The coverage territory is:

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

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

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

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

## SECTION V - DEFINITIONS

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

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

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

- C. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

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

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



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

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

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

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

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

COMMERCIAL AUTO

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

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

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

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

#### A. BLANKET ADDITIONAL INSURED

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

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

#### B. EMPLOYEE HIRED AUTO

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

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

performing duties related to the conduct of your business.

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

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

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

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

#### C. EMPLOYEES AS INSURED

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

## COMMERCIAL AUTO

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

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

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

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

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

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

### E. TRAILERS – INCREASED LOAD CAPACITY

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

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

### F. HIRED AUTO PHYSICAL DAMAGE

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

#### Hired Auto Physical Damage Coverage

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

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) \$50,000;

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

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

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

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

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

(5) This Coverage Extension does not apply to:

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

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

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

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

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

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

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

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

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

### J. PERSONAL EFFECTS

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

#### Personal Effects Coverage

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

(1) Owned by an "insured"; and

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

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

No deductibles apply to Personal Effects coverage.

**K. AIRBAGS**

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

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

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

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

**L. AUTO LOAN LEASE GAP**

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

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

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

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

(2) Any:

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

**M. BLANKET WAIVER OF SUBROGATION**

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

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

Wood Rodgers, Inc.

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB4020T377

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

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

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

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

**Schedule**

**Person or Organization:**

County of Monterey  
Contracts/Purchasing Dept  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901-0000

**Job Description:**

All Operations of the Named Insured. NAME OF PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees .

DATE OF ISSUE: 01/01/2015