

**AMENDMENT NO. 4  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
OVERLAND, PACIFIC & CUTLER, LLC**

**THIS AMENDMENT NO. 4** to Standard Agreement No. A-13798 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Overland, Pacific & Cutler, LLC (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into Standard Agreement No. A-13798 with County on December 6, 2017 (hereinafter, “Agreement”) to provide on-call real estate appraisal and acquisition services under Request for Qualifications (RFQ) #1702 (hereinafter, “services”) through December 5, 2020 with the option to extend the Agreement term for two (2) additional one (1) year period(s) for an amount not to exceed \$300,000; and

**WHEREAS**, the Agreement was amended by the Parties on October 14, 2020 (hereinafter, “Amendment No. 1”) to extend the term for one (1) additional year through December 5, 2021 and to increase the amount by \$250,000, which resulted in a total not to exceed amount of \$550,000; and

**WHEREAS**, the Agreement was amended by the Parties on September 16, 2021 (hereinafter, “Amendment No. 2”) to extend the term for one (1) additional year through December 5, 2022 with no increase in the not to exceed amount; and

**WHEREAS**, the Agreement was amended by the Parties on November 18, 2022 (hereinafter, “Amendment No. 3”) to update the provisions and to extend the term for one (1) additional year through December 5, 2023 with no increase in the not to exceed amount; and

**WHEREAS**, the County has a continued need for services beyond the anticipated five (5) year Agreement term allowed for Agreements per Request for Qualifications (RFQ) #1702; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County and to allow County staff to prepare and process a new RFQ for these services; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year and two (2) months to February 5, 2025 with no associated dollar amount increase to allow CONTRACTOR to continue to provide the services identified in the Agreement and as amended by this Amendment No. 4.

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

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

The term of this Agreement is from December 5, 2017 to February 5, 2025, unless sooner terminated pursuant to the terms of this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**  
**Debra R. Wilson, Contracts/Purchasing Officer**

DocuSigned by:  
By: Tom Skinner  
30F2300D718745F...  
Its: Tom Skinner Contracts/Purchasing Supervisor  
(Print Name and Title)

Date: 11/27/2023 | 4:29 PM PST

**CONTRACTOR**  
**Overland, Pacific & Cutler, LLC**

DocuSigned by:  
By: Brian Everett  
F39F6858B598408...  
(Signature of Chair, President or Vice President)  
Its: Brian Everett President  
(Print Name and Title)

Date: 11/14/2023

**Approved as to Form**  
**Office of the County Counsel**  
**Leslie J. Girard, County Counsel**

DocuSigned by:  
By: Michael Whilden  
0F98C5BE9B6F476...  
Its: Michael Whilden  
Deputy County Counsel

Date: 11/27/2023 | 1:18 PM PST

DocuSigned by:  
By: Jamie Lupo  
8011DBE7EBA9486...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Jamie Lupo Vice President  
(Print Name and Title)

Date: 11/15/2023

**Approved as to Fiscal Provisions**  
**Rupa Shah, Auditor/Controller**

DocuSigned by:  
By: Patricia Ruiz  
E70EE64E5745AF6...  
Its: Patricia Ruiz Auditor Controller Analyst I  
(Print Name and Title)

Date: 11/27/2023 | 3:20 PM PST

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel**  
**David Bolton, Risk Manager**

By: \_\_\_\_\_  
David Bolton  
Risk Manager

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY)

10/2/2023

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1079870 TRANSYSTEMS CORPORATION AND OVERLAND, PACIFIC & CUTLER 5000 AIRPORT PLAZA DRIVE, SUITE 250 LONG BEACH CA 90815	<b>INSURER A :</b> Zurich American Insurance Company <b>NAIC #</b> 16535	
	<b>INSURER B :</b> _____	
	<b>INSURER C :</b> _____	
	<b>INSURER D :</b> _____	
	<b>INSURER E :</b> _____	
	<b>INSURER F :</b> _____	

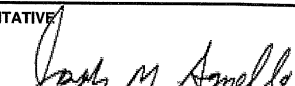
**COVERAGES** **CERTIFICATE NUMBER:** 19052962 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>SEVERABILITY</b> <input checked="" type="checkbox"/> <b>CLAUSE</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	GLO3707153	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	N	BAP3707150	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: RFQ #1702 ON-CALL REAL ESTATE APPRAISAL AND ACQUISITION SERVICES. THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

<b>19052962</b> COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY 1441 SCHILLING PLACE, SOUTH BUILDING SALINAS CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 





POLICY NUMBER: GLO3707153



## Other Insurance Amendment - Primary And Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TRANSYSTEMS CORPORATION

This endorsement modifies insurance provided under the: **Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

**This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:**

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: **GLO3707153**

  
**ZURICH**

**Blanket Notification to Others of Cancellation  
or Non-Renewal**

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

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



POLICY NUMBER: BAP3707150

## Blanket Notification to Others of Cancellation or Non-Renewal

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

This endorsement modifies insurance provided under the:

### **Commercial Automobile Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within **ten** days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.
- All other terms and conditions of this policy remain unchanged.

**Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. **GLO3707153**

Effective Date: 10/1/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

**SCHEDULE**

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

**THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES**

Location(s) Of Covered Operations:

ALL PROJECTS

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

1. Your acts or omissions; or

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

**U-GL-2169-A W (02/19)**

**Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. **GLO3707153**

Effective Date: 10/1/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

**SCHEDULE**

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

**THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES**

Location And Description Of Completed Operations:

ALL PROJECTS

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

**U-GL-2168-A CW (02/19)**

POLICY NUMBER: BAP 3707150

COMMERCIAL AUTO  
CA 20 48 10 13

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

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

**Named Insured: See Attached Certificate**

**Endorsement Effective Date: See Attached Certificate**

### SCHEDULE

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

THE COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEE AS REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

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

## DESCRIPTIONS (Continued from Page 1)

reasons other than non-payment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier.

The following endorsements apply to the names/projects/events listed below only if required by written contract or agreement or agreement:

WC000313 Waiver of Our Right to Recover from Others Endorsement (Blanket Waiver of Subrogation)  
WC040306 Waiver of Our Right to Recover from Others Endorsement California (Blanket Waiver of Subrogation)  
WC420304B Texas Waiver of Our Right to Recover from Others Endorsement (Blanket Waiver of Subrogation)  
UWC3083ACW Broad Form Named Insured Endorsement  
WC000301A Alternate Employers Endorsement  
WC990635 Notification To Others Of Cancellation, Nonrenewal Or Reduction Of Insurance Endorsement  
WC990646 Illinois Blanket Notification To Others Of Cancellation or Nonrenewal Endorsement  
WC000311A Voluntary Compensation & Employers Liability Coverage Endorsement  
WC040305 Voluntary Compensation & Employers Liability Coverage Endorsement - California  
UWC198C Foreign Voluntary Compensation & Employers Liability Coverage Endorsement  
WC000106A Longshore & Harbor Workers' Compensation Act Coverage Endorsement  
WC040101A Longshore & Harbor Workers' Compensation Act Coverage Endorsement California

The waiver of subrogation coverage indicated by the box checked above is provided by the forms listed that only extend coverage if required of the insured by a written contract or agreement.

PROJECT NAME: Monterey County Kents Court Temp Relocation

**BROAD FORM NAMED INSURED ENDORSEMENT**

THIS ENDORSEMENT IS A PART OF THE POLICY AND IS SUBJECT TO THE POLICY CONDITIONS, EXCLUSIONS, COVERAGE LIMITS, DEDUCTIBLES, COINSURANCE, AND OTHER POLICY PROVISIONS. THIS ENDORSEMENT DOES NOT ALTER OR CHANGE THE SCOPE OF THE POLICY COVERAGE.

THE NAMED INSURED IS THE ONLY PERSON OR ENTITY AUTHORIZED TO REPRESENT THE POLICY FOR THE PURPOSES OF THIS ENDORSEMENT.

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**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

## Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
AK	31
AL	31
AR	84
AZ	58
CO	84
CT	50
DC	25
DE	110.36
FL	58
GA	50
HI	57
IA	32
ID	82
IL	56

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

## Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
IN	84
KS	110
KY	56.8
LA	23
MA	19.6
MD	56.4
ME	32
MI	67
MN	47
MO	84
MS	81
MT	84
NC	58
NE	58

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.



**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

## Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
NH	46
NJ	50
NM	58
NV	31
NY	76.6
OK	82.7
OR	86
RI	84
SC	25
SD	55.9
TN	110
TX	110
UT	84
VA	32

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

## Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
VT	32
WV	110

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

ALTERNATE EMPLOYER ENDORSEMENT

When the alternate employer is a contractor or subcontractor, the alternate employer shall be deemed to be the employer of the employee for purposes of this endorsement.

The alternate employer shall be deemed to be the employer of the employee for purposes of this endorsement if the alternate employer is a contractor or subcontractor.

The alternate employer shall be deemed to be the employer of the employee for purposes of this endorsement if the alternate employer is a contractor or subcontractor.

When the alternate employer is a contractor or subcontractor, the alternate employer shall be deemed to be the employer of the employee for purposes of this endorsement.

The alternate employer shall be deemed to be the employer of the employee for purposes of this endorsement if the alternate employer is a contractor or subcontractor.

The alternate employer shall be deemed to be the employer of the employee for purposes of this endorsement if the alternate employer is a contractor or subcontractor.

The alternate employer shall be deemed to be the employer of the employee for purposes of this endorsement if the alternate employer is a contractor or subcontractor.

Ed 2 9

Alternate Employer

When the alternate employer is a contractor or subcontractor, the alternate employer shall be deemed to be the employer of the employee for purposes of this endorsement.

Address

WC 00 03 01 A  
Ed 2 9

State of Special or Temporary Employment

- State of Special or Temporary Employment

Contract or Project

Contract or Project

Ed 2 9

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

**A. How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusions**

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers Liability Insurance**

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

(Ed. 8-91)

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Schedule

**Employees**

ALL OFFICERS AND EMPLOYEES  
NOT SUBJECT TO THE WORKERS  
COMPENSATION LAW.

**State of Employment**

AZ, CA, CO, CT, FL,  
GA, IL, KS, MA, MO,  
NE, NJ, OH, PA, SC,  
TX, VA

**Designated Workers  
Compensation Law**

STATE WHERE THE  
INJURY TAKES PLACE,  
OR THE STATE OF  
HIRE.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Whereas the insured has requested that this endorsement be added to the policy and whereas the insured has agreed to pay the cost of this endorsement and whereas the insured has agreed to pay the cost of this endorsement and whereas the insured has agreed to pay the cost of this endorsement...

Therefore, the insured hereby waives the right of recovery from other persons or organizations for work performed by you for that person and/or organization...

IN WITNESS WHEREOF...

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

## LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - CALIFORNIA

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in California. The policy applies to that work as though California were listed in item 3.A. of the Information Page.

General Section **C. Workers' Compensation Law** is replaced by the following:

### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers' or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), **C. Exclusions.**, exclusion **8.** does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

The estimated premium for the Longshore and Harbor Workers' Compensation Act coverage provided by this endorsement is as shown in the Schedule below or item 4 of the Information Page.

### SCHEDULE

CODE NO.	CLASSIFICATION	ESTIMATED ANNUAL REMUNERATION	RATE PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
8601U	ENGINEERS- CONSULTING	IF ANY	1.12	0

**TOTAL ESTIMATED ANNUAL PREMIUM\$ 0**

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - CALIFORNIA**

If the employer named in item 1 of the Information Page has in his employment persons not entitled to compensation under Division 4 of the Labor Code of the State of California, this policy shall operate as an election on the part of the employer to come under the compensation provisions of Division 4 with respect to those persons described in the Schedule below.

This policy applies to those persons described in the Schedule below as employees.

**Schedule**

EMPLOYEES: ALL OFFICERS AND EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION LAW.

STATE OF EMPLOYMENT: ALL CALIFORNIA OPERATIONS.

DESIGNATED WORKERS COMPENSATION LAW: STATE WHERE THE INJURY TAKES PLACE.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By \_\_\_\_\_

**WC 04 03 05**

(Ed. 1-85)