

**AMENDMENT NO. 9  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

**THIS AMENDMENT NO. 9** 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 "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on May 10, 2007 (hereinafter, "Agreement") to provide Phase 1 – Project Report and Environmental Documentation and Phase 2 – Plans, Specifications and Engineer's Estimate (hereinafter, "services") to obtain Caltrans approval for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road (hereinafter, "Project") through October 31, 2008 for an amount not to exceed \$431,389.64; and

**WHEREAS**, Agreement was amended by the Parties on November 7, 2008 (hereinafter, "Amendment No. 1", including Exhibit A-1, Scope of Services/Payment Provisions) to extend the term for two (2) additional years through October 31, 2010 and to increase the Agreement amount by \$24,545.00 which resulted in a total not to exceed amount of \$455,934.64; and

**WHEREAS**, Agreement was amended by the Parties on April 1, 2010 (hereinafter, "Amendment No. 2", including Exhibit A-2, Budget Transfer Request) to internally transfer funds in the amount of \$55,000 from Phase 2 to Phase 1 for the Project with no increase in the Agreement's not to exceed amount and no extension to the Agreement's term; and

**WHEREAS**, Agreement was amended by the Parties on September 10, 2010 (hereinafter, "Amendment No. 3", including Exhibit A-3, Request to Revise Scope for Phase 1) to extend the term for one (1) additional year through October 31, 2011 and to revise the scope for Phase 1 to internally transfer funds in the amount of \$11,020 for the Project with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on October 31, 2011 (hereinafter, "Amendment No. 4") to extend the term for approximately twenty-nine (29) additional months through March 1, 2014 and to revise the Agreement's indemnification provision with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on February 1, 2012 (hereinafter, "Amendment No. 5", including Exhibit A-4, Scope of Services/Payment Provisions) to increase the Agreement amount by \$39,390.00 which resulted in a total not to exceed amount of \$495,324.64 with no extension to the Agreement's term; and

**WHEREAS**, Agreement was amended by the Parties on February 18, 2014 (hereinafter, "Amendment No. 6") to extend the term for one (1) additional year through March 1, 2015 with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on February 20, 2015 (hereinafter, "Amendment No. 7") to extend the term for six (6) additional months through September 1, 2015 with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on June 12, 2015 (hereinafter, "Amendment No. 8", including Exhibit A-5, Scope of Services/Payment Provisions) to extend the term for approximately sixteen (16) additional months through December 31, 2016 and to increase the Agreement amount by \$143,560.00 which resulted in a total not to exceed amount of \$638,884.64; and

**WHEREAS**, due to the California Department of Transportation (Caltrans) requested revisions to the environmental revalidation documents, CONTRACTOR is required to revise the Environmental Revalidation Form, revise the Addendum to the 2012 Final Initial Study/Mitigated Negative Declaration (IS/MND), revise the addendum to numerous environmental technical studies, and prepare additional environmental technical studies for the Project; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to provide additional coordination and revisions as required by Caltrans to complete the final design of the Project; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2017 and to increase the amount by \$257,410.00 for a total amount not to exceed \$896,294.64 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 9.

**NOW, THEREFORE**, the Parties agree to 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, A-4, A-5 and A-6 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, A-4, A-5 and A-6 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, A-4, A-5 and A-6, 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 \$896,294.64.

3. 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 December 31, 2017, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-6, Scope of Services/Payment Provisions".

5. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and associated Purchase Order (PO) number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA - Finance Division at (831) 755-4800.

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 9 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

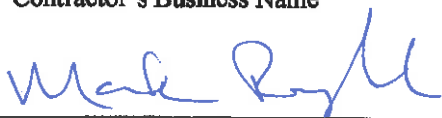
**COUNTY OF MONTEREY**

**CONTRACTOR\***

By:   
Contracts/Purchasing Officer

Wood Rodgers, Inc.  
Contractor's Business Name


Date: 1 Aug 2016

By:   
(Signature of Chair, President or Vice President)

Its: Mark Rayback, Vice President  
(Print Name and Title)

Date: 5/12/2016

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

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

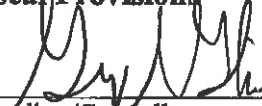
By:   
Mary Grace Perry  
Deputy County Counsel

Its: Timothy R. Crush, Secretary  
(Print Name and Title)

Date: May 27, 2016

Date: 5/26/2016


**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 5-27-16

**Approved as to Indemnity and Insurance Provisions**

**RISK MANAGEMENT**  
**COUNTY OF MONTEREY**  
**APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE**  
Risk Management

By:   
Date: 6-1-16

\*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-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Wood Rodgers, Inc., hereinafter referred to as “CONTRACTOR”**

### **PROJECT APPROVAL & ENVIRONMENTAL DOCUMENTATION REVALIDATION**

The Project Approval & Environmental Document (PA&ED) for the State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road (Project) was approved on May 12, 2012. Subsequently, after completion of the Project plans, the California Department of Transportation (Caltrans) requested to revise the Project Geometrics to comply with the requirements of their updated Highway Design Manual and extend the southerly limit of the Project to Carmel River Bridge which resulted in shifting the alignment of State Route (SR)-1 to the east and preparation of a revised Geometric Approval Drawing (GAD) in June of 2015 for concurrence by the County and Caltrans. This change in Project Geometrics required LSA Associates, Inc. (LSA), subcontractor, to prepare an Environmental Revalidation Form and Addendum to the 2012 Final Initial Study/Mitigated Negative Declaration (IS/MND) addressing the potential environmental effects of the revised Project and ensure consistency with the previously approved environmental document. Upon authorization of requested changes by the County, LSA and CONTRACTOR initiated the preparation of these documents for review and approval by Caltrans with the understanding that these documents would be approved by February of 2016. Prior to submittal of the draft Environmental Revalidation form and Addendum to the IS/MND in July 2015, Caltrans requested preparation of addendums to the twelve (12) technical reports as part of the Environmental Revalidation effort. LSA met with staff from County and Caltrans on October 8, 2015 to discuss the specific requirements for the technical study addendums. The revised Project required removal of significant number of trees near Camel River Bridge to comply with the 4:1 side slope required by Caltrans for widening the highway on the east side. Caltrans requested that LSA, in consultation with their visual consultant, evaluate the visual impact of removing these additional trees because it could possibly result in a new significant visual impact by the Project which would necessitate the recirculation of the IS/MND for the Project. In order to avoid impacting the existing trees in the area, CONTRACTOR was directed to revisit the traffic operational analysis of the Project to reduce the length of the second northbound lane at the intersection of SR-1 with Rio Road and revise the lane configurations of this intersection as necessary. In addition, CONTRACTOR was directed to revise the Project layout to add bike lanes on Rio Road and eliminate the second dedicated right turn lane to northbound SR-1 so that acquisition of permanent right-of-way from the Chevron station is no longer required. Caltrans has also requested that the existing wooden poles for the signal at Carmel Valley Road and SR-1 intersection be replaced with steel poles as part of the Project.

Furthermore; the funding for construction of the Project was anticipated from State sources only and the environmental document for the Project was completed with California Environmental Quality Act (CEQA) requirements. County was informed that Federal funds will be allocated for this Project therefore, the Federal Highway Administration's (FHWA) Section 4(f) requirements must be addressed due to impact to the State Park's right-of-way and technical studies be updated in compliance with the National Environmental Policy Act (NEPA) by LSA with the understanding that Caltrans will be responsible for preparation of the Federal Categorical Exclusion of the Project.

The draft technical study addendums, draft Environmental Revalidation Form, and draft Addendum to the IS/MND were submitted to Caltrans on March 4, 2016 for review. A total of thirteen (13) draft addendums were submitted and, based on Caltrans review comments, the following addendums were approved: Air Quality Analysis, Scenic Resources Evaluation, Water Quality Assessment Report,

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Hazardous Waste Initial Site Assessment, Paleontological Resources Study, Geotechnical Design and Materials Report, and Traffic Operations Technical Memorandum. Due to the recent inclusion of Federal funding, some of the draft addendums will need to be revised and the following addendums require significant additional work beyond LSA's authorized scope: Historic Resources Compliance Report, Natural Environment Study (Minimal Impacts) (NESMI), Noise Impact Analysis (NIA), Floodplain Encroachment Report, Resources Evaluated Relative to the Requirements of Section 4(f), and the Environmental Revalidation Form and Addendum to the IS/MND. CONTRACTOR will be responsible for responding to Caltrans' comments on the Floodplain Encroachment Report.

Based on CONTRACTOR's and LSA's April 11, 2016 meeting with County staff and Caltrans and review of Caltrans' comments on the draft environmental documents, the following augmentation to the Project scope and budget is required to complete the Environmental Revalidation process for the Project.

### Project Management

The completion of the Environmental Revalidation process and the revised Geometric Layout of the Project are expected to take approximately six (6) additional months. If the actual Project duration exceeds this time period, the scope and budget may need modification to include additional Project management activities. CONTRACTOR's Project Manager will monitor and direct work activities on this Project in accordance with the contracted work scope, schedule, and budget. CONTRACTOR will respond to various inquiries from County and Caltrans; attend conference calls with Caltrans, the Transportation Agency for Monterey County (TAMC) and County staff to obtain concurrence from Caltrans on the revised Project. LSA's Project Manager will continue to oversee all staff working on the Project and will be responsible for managing the day-to-day activities associated with the Project and participate on as need basis via conference at meetings with the agencies for responding to any inquiries about the Environmental Revalidation Form and supporting technical memoranda.

The level of additional effort associated with this task is estimated as:

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager / Principal	48	\$185	\$8,880
Engineer III	32	\$125	\$4,000
Administrative Assistant	12	\$70	\$840
LSA			\$2,500
<b>TOTAL</b>			<b>\$16,220</b>

### Task 1.7R: Environmental Revalidation

To complete the Environmental Revalidation process the following will be prepared by CONTRACTOR and LSA for County/Caltrans approval.

#### Task 1.7R.1: TECHNICAL STUDY ADDENDUMS

##### Task 1.7R.1A: Noise Impact Analysis

Due to the recent inclusion of Federal funding for the Project, and given the age of the approved NIA, Caltrans has requested that the NIA be updated according to the 2011 Noise Protocol and a discussion pursuant to Federal Guidelines 23, Code of Federal Regulations 772, be included in the analysis. LSA proposes to conduct the following tasks to respond to Caltrans' comments on the NIA:

- LSA will prepare a Subsequent NIA consistent with the Caltrans Traffic Noise Analysis Protocol (May 2011) to address traffic noise impacts on receptors under Activity Categories B through G. Noise standards regulating noise impacts, including the Noise Abatement

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Criteria (NAC) and applicable local noise ordinances will be discussed for land uses located adjacent to the Project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of existing and future planned developments in the Project vicinity will be included. LSA will coordinate with County staff regarding any planned and permitted developments in the study area.

- Ambient noise level measurements will be conducted to establish the existing noise environment at representative receptor locations along SR-1 in the Project area. These locations will be approved by Caltrans prior to the field visit. Up to six (6) short-term (20-minute) noise level measurements will be gathered to document the existing noise environment and to calibrate the traffic noise model. Observations of other noise sources, barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.
- Noise impacts from construction sources will be analyzed based on reference measurement data in the Roadway Construction Noise Model. The construction noise impact will be evaluated in terms of maximum levels (Lmax) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on Caltrans' Standard Specifications and the Noise Ordinance specifications of the County.
- The FHWA Traffic Noise Model (TNM) Version 2.5 will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and one (1) Build Alternative. Model input data include peak-hour traffic volumes; vehicle mix among autos and medium and heavy trucks; vehicle speeds; and roadway configurations. The noise modeling will be calibrated using concurrent traffic counts obtained during ambient noise level measurements. The existing and future traffic conditions will assume either capacity volumes associated with Level of Service (LOS) C/D (where LOS A is free flow and LOS F is breakdown), or the projected traffic volumes provided in the previously completed Traffic Study, whichever is lower.
- Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by five (5) A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. The total reasonable allowance will be calculated for each noise barrier. If noise abatement measures are not determined feasible for the Project, LSA will prepare a Noise Abatement Decision Report (NADR) Memorandum documenting this information for the Project.

LSA will submit the draft subsequent NIA in electronic format to CONTRACTOR and the County for their review. Following approval, LSA will submit the draft subsequent NIA in electronic format to Caltrans for their review. Upon receipt of one (1) set of consolidated comments from Caltrans on the draft subsequent NIA, LSA will prepare a final subsequent NIA for Caltrans approval.

The level of effort associated with this change is estimated as:

Task	LSA	CONTRACTOR	Budget
NIA	\$17,000	\$2,500	\$19,500
	<b><u>TOTAL</u></b>		<b><u>\$19,500</u></b>

**EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Task 1.7R.1B: Noise Abatement Decision Report (NADR)**

If feasible abatement is determined in the subsequent NIA, LSA will prepare a NADR, as defined in the Caltrans Traffic Noise Analysis Protocol (May 2011), upon receipt of the estimated sound barrier construction cost and non-acoustical factors related to feasibility from the Project engineer. The report will summarize the preliminary reasonableness determination from the NIA, present the engineer’s cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). LSA will prepare the NADR consistent with the Caltrans report guidelines with the best information available.

LSA will submit the draft NADR in electronic format to CONTRACTOR and the County for review. Following approval, LSA will submit the draft NADR in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the draft NADR, LSA will prepare a final NADR for Caltrans approval.

The level of effort associated with this change is estimated as:

Task	LSA	CONTRACTOR	Budget
NADR	\$9,500	\$500	\$10,000
<b>TOTAL</b>			<b>\$10,000</b>

**Task 1.7R.1C: Historic Resources Compliance Report**

LSA will conduct the following tasks to respond to Caltrans’ comments to bring the Project’s cultural resources documents into conformance with the Caltrans 2014 Section 106 First Amended Programmatic Agreement:

- The Project Area Limits (PAL) map will be converted into an Area of Potential Effects (APE) map and submitted to Caltrans for approval and signature;
- The Supplemental Historical Resources Compliance Report will be converted into a Historic Property Survey Report (HPSR);
- LSA will respond to Ohlone Costanoan Esselen Nation request to receive cultural resources documents for the Project.

LSA will submit the revised APE map in electronic format to Caltrans for approval and signature. LSA will submit the draft HPSR in electronic format to CONTRACTOR and the County for review. Following approval from CONTRACTOR and the County, and upon receipt of the approved APE map from Caltrans, LSA will submit the draft HPSR in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the draft HPSR, LSA will prepare a final HPSR for Caltrans approval.

The level of effort associated with this change is estimated as:

Task	LSA	CONTRACTOR	Budget
Historic Resources Compliance Report	\$6,500	\$1,500	\$8,000
<b>TOTAL</b>			<b>\$8,000</b>



## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**Task 1.7R.1D: Natural Environment Study (Minimal Impacts)**

LSA will conduct the following tasks to respond to Caltrans' comments on the draft NESMI Addendum:

- **Botanical Survey:** LSA will conduct one (1) rare plant survey of the entire Biological Study Area (BSA) in early to mid-May 2016. The survey will be floristic in nature. The results (and botanical inventory) of this survey will be incorporated into the revised Addendum.
- **California Red-legged Frog Assessment:** LSA will conduct an assessment of the upland habitat throughout the BSA and its potential to support California red-legged frog (CRLF). Designated critical habitat for CRLF will also be assessed. The results of this assessment will be incorporated into the revised Addendum. Because presence of CRLF should be inferred, a Section 7 (of the Federal Endangered Species Act) determination of "may affect" will be made for CRLF and avoidance measures from the 2011 United States Fish and Wildlife Service (USFWS) "Programmatic Biological Opinion for Projects Funded or Approved under the FHWA's Federal Aid Program" will be incorporated in to the revised Addendum. Additionally, a request for concurrence (via a letter) will be made to the USFWS under the Programmatic Biological Opinion. Protocol-level surveys for CRLF are not included in this scope. If such surveys are required, LSA can provide this service as an amendment to this scope and budget.
- **USFWS Concurrence:** LSA will make Section 7 determinations for all Federally listed species in the NESMI and corresponding Addendum's species table. LSA will request USFWS concurrence (via a letter) regarding these determinations, which will ultimately be included in the revised Addendum's summary, conclusion section, and species table.
- **Prepare a Revised NESMI Addendum:** LSA will prepare a revised NESMI Addendum and complete the following tasks:
  - o LSA will provide an official USFWS species list for expanded BSA for inclusion in the revised Addendum.
  - o LSA will update the aerial Imagery used in report figures.
  - o LSA will coordinate with the Project engineers whether the Project limits extend into potential California Department of Fish and Wildlife (CDFW) jurisdictional areas associated with the Carmel River and revise the impacts determination appropriately.
  - o LSA will include preconstruction nesting bird surveys for tree removals during the nesting season and buffer zones around nesting sites as avoidance measures in the revised Addendum.
  - o LSA will include conforming to the CDFW permit standards of a 3:1 replacement ratio for native willow trees as a mitigation measure in the Revised Addendum.

LSA will submit the revised draft NESMI Addendum in electronic format to CONTRACTOR and the County for review. Following approval, LSA will submit the revised draft NESMI Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the revised draft addendum, LSA will prepare a final NESMI Addendum for Caltrans approval.

The level of effort associated with this change is estimated as:

Task	LSA	CONTRACTOR	Budget
NESMI	\$22,500	\$2,500	\$25,000
<b><u>TOTAL</u></b>			<b>\$25,000</b>

**EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Task 1.7R.1E: Floodplain Encroachment Report**

SR-1 north of the Carmel River is flooded during the 100-year storm as the north bank of the Carmel River overflows upstream and flows over the roadway and adjacent urban areas before returning to the river near the Wastewater Treatment Plant. CONTRACTOR will obtain the effective 2009 HEC-RAS Federal Emergency Management Agency (FEMA) modeling for the floodplain of the Carmel River and overbank areas, which includes the SR-1 Climbing Lane Project area. CONTRACTOR will then evaluate the floodplain north of the Carmel River and the roadway overtopping conditions in both pre-Project and post-Project conditions.

CONTRACTOR will prepare a Floodplain Evaluation Report to document the impacts (if any) of the Project within the FEMA 100-year floodplain. CONTRACTOR will include information typically found in a Location Hydraulic Study in the report to properly identify all available understanding of Federally mapped flooding in the area.

The level of effort associated with this change is estimated as:

<b>Task</b>	<b>LSA</b>	<b>CONTRACTOR</b>	<b>Budget</b>
Floodplain Encroachment Report	\$1,000	\$15,000	\$16,000
<b><u>TOTAL</u></b>			<b>\$16,000</b>

**Task 1.7R.1F: Section 4(f) Documentation**

LSA will conduct the following tasks to respond to Caltrans' comments on the draft Section 4(f) document:

- A discussion of the temporary construction-related impacts to the Carmel Hills Trail will be added to the document;
- The description of property owned by California State Parks will be revised; and
- LSA will prepare a letter on behalf of Caltrans for submittal to State Parks notifying them of the potential temporary construction-related impacts to the Carmel Hills Trail resulting from implementation of the Project.

LSA will submit the revised draft Section 4(f) document in electronic format to CONTRACTOR and the County for review. Following approval, LSA will submit the revised draft Section 4(f) document in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the revised draft document, LSA will prepare a final Section 4(f) document for Caltrans approval.

The level of effort associated with this change is estimated as:

<b>Task</b>	<b>LSA</b>	<b>CONTRACTOR</b>	<b>Budget</b>
Section 4(f) Documentation	\$5,000	\$500	\$5,500
<b><u>TOTAL</u></b>			<b>\$5,500</b>

**EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Task 1.7R.2: ADDENDUM TO THE 2012 IS/MND**

LSA proposes to conduct the following tasks to respond to Caltrans’ comments on the draft Environmental Revalidation and Addendum to the IS/MND (Addendum):

- LSA will ensure the document is formatted in accordance with Caltrans’ guidance for environmental documents as provided in Caltrans Standard Environmental Reference (SER);
- LSA will work with the CONTRACTOR’S Project engineer to further define and explain the Project design modifications and refinements;
- LSA will revise the Project mapping and figures per Caltrans specifications;
- LSA will prepare an additional figure depicting the Project’s maximum limits of disturbance as currently designed and the maximum limits of disturbance associated with the previous Project design;
- LSA will include a discussion of the Project’s environmental setting for each resource topic discussed in the Addendum; and
- LSA will revise the Addendum as necessary to accurately reflect any revisions made to the technical study addendums and ensure that all environmental documents are in agreement.

LSA will submit the revised draft Addendum in electronic format to CONTRACTOR and the County for review. Following approval, LSA will submit the revised draft Addendum in electronic format to Caltrans for review. Upon receipt of one (1) set of consolidated comments from Caltrans on the revised draft Addendum, LSA will prepare a final Addendum to the IS/MND for Caltrans approval.

The level of effort associated with this change is estimated as:

<b>Task</b>	<b>LSA</b>	<b>CONTRACTOR</b>	<b>Budget</b>
Addendum to the 2012 IS/MND	\$14,500	\$1,500	\$16,000
<b>TOTAL</b>			<b>\$16,000</b>

**Task 2.1R.1R: Revise Conceptual Geometric Drawing**

CONTRACTOR will revise the traffic operational analysis and lane configurations of the intersection of SR-1 with Rio Road to evaluate the potential for reducing the length of the 2nd northbound lane at this location. Upon concurrence by the County and Caltrans of the updated traffic operation analysis of the revised lane configurations at this location, CONTRACTOR will prepare a 100-scale Revised Conceptual Geometric Drawing (RCGD) of the Project improvements for approval.

The level of effort associated with this change is estimated as:

<b>CONTRACTOR Classification</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fee</b>
Project Manager / Principal	12	\$185	\$2,220
Engineer III	84	\$125	\$10,500
Engineer II	56	\$115	\$6,440
CAD Technician	24	\$95	\$2,280
<b>TOTAL</b>			<b>\$21,440</b>

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### FINAL DESIGN

The draft Improvement plans of the Project based on the approved RCGD of June 2015 was completed and submitted to the County and Caltrans for review and approval in August of 2015. CONTRACTOR received Caltrans review comments of the Improvement plans on December 18, 2015. However, the improvement plans will require significant update to incorporate the changes related to reduced length of the 2nd northbound lane, addition of bike lanes on west side of Rio Road, deletion of dedicated right lane from Rio Road to Northbound SR-1 and revised lane configurations of SR-1 and Rio Road intersection to avoid reconstruction of the existing slope near Carmel River. In addition, Caltrans has also requested that the existing wooden poles for the signal at Carmel Valley Road and SR-1 Intersection be replaced with Steel poles as part of the Project. The roadway base plans, roadway design, and draft plans and estimate now requires further revisions and update to incorporate the above changes into the Plans, Specifications and Engineer's Estimate (PS&E) package for construction of the Project. Furthermore, the geotechnical report for the Project was prepared and approved in 2009. Caltrans is now requesting that for each new culvert on the Project specific soil samples gathered and tested by Parikh Consultants, Inc. (Parikh), subcontractor, for the specific flow velocity and abrasion characteristics to make the evaluation of acceptable culvert materials.

Caltrans also now has issued the 2015 version of their Standard Plans and Specifications and requires any Project being advertised for construction after summer of 2016 to reflect this latest version. Since the start of construction for this Project is now anticipated to begin in late summer of 2016 the PS&E package must be updated to reflect the requirements of Caltrans 2015 Standard Plans, Standard Specifications and Standard Special Provisions and the bid package to reflect the Federal funding requirements.

### Project Management

The completion of the Final Design phase was scheduled in April of 2016 but now due to changes noted earlier it would take at least additional six (6) months to complete the PS&E package. If the actual Project duration exceeds this time, the scope and budget may need to be modified to include additional Project management activities. CONTRACTOR's Project Manager will monitor and direct work activities on the Project in accordance with the contracted work scope, schedule, and budget. CONTRACTOR will respond to various inquiries from County and Caltrans; attend meetings via conference calls with Caltrans, TAMC and County staff to obtain concurrence from Caltrans on the PS&E package.

The level of effort associated with additional management efforts to complete the design phase is estimated as:

CONTRACTOR Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	96	\$185	\$17,760
Engineer III	32	\$125	\$4,000
Administrative Assistant	16	\$70	\$1,120
<b>TOTAL</b>			<b>\$22,880</b>

**EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Task 3R.2R: Revise Roadway Base Plans**

The Roadway Base Plans were completed and submitted to Caltrans for review in August 2015 based on the revised Geometric Layout of June 2015. Upon approval of the updated RCGD, CONTRACTOR again will make any necessary revisions to the geometric base plans and prepare the revised Improvement plan set.

The level of effort associated with the above change is estimated as:

<b>CONTRACTOR Classification</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fee</b>
Project Manager / Principal	8	\$185	\$1,480
Engineer III	36	\$125	\$4,500
CAD Technician	168	\$95	\$15,960
<b><u>TOTAL</u></b>			<b>\$21,940</b>

**Task 3R.5.1A: Revise Carmel Valley Road/SR-1 Signal Plans**

Caltrans has requested that existing wooden signal poles at the intersection of Carmel Valley Road and SR-1 to be replaced with steel poles as part of the Project. It should be noted that the existing wood pole at the northeast corner of this intersection is located approximately 6 to 7 foot below SR-1 roadway behind an existing retaining wall on top of a steep slope that was constructed by Caltrans in 2001. There is very limited space available behind the wall to accommodate a tall steel pole with a special cast in drilled hole (CHID) pile footing to replace the existing wood pole at this location. The available space on the west of SR-1 for placement of new poles is also constraint by existing rock outcropping at this location. Replacement of existing poles requires significant research and evaluation to determine the proper location of the new steel poles. CONTRACTOR will prepare a preliminary layout of the new pole locations and submit it to the County and Caltrans for concurrence before completing the design of this signal and incorporating it into the PS&E package.

The level of effort associated with the above change is estimated as:

<b>CONTRACTOR Classification</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fee</b>
Project Manager / Principal	48	\$185	\$8,880
Engineer III	240	\$125	\$30,000
CAD Technician	80	\$95	\$7,600
<b><u>TOTAL</u></b>			<b>\$46,480</b>

**Task 3R.5.1B: Americans with Disabilities Act (ADA) Ramps Upgrade to Caltrans 2015 requirements**

The ADA ramps at the intersection of Rio Road will be upgraded to reflect the latest design requirements by Caltrans and in accordance with the 2015 Standard Plans and Specifications.

The level of effort associated with the above change is estimated as:

<b>CONTRACTOR Classification</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fee</b>
Project Manager / Principal	2	\$185	\$370
Engineer III	24	\$125	\$3,000
CAD Technician	48	\$95	\$4,560
<b><u>TOTAL</u></b>			<b>\$7,930</b>

**EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Task 3R.5.1C: Additional Soil Testing**

Parikh will collect soil sample from location of each new culvert on the Project and test for the specific flow velocity and abrasion characteristics to make the evaluation of acceptable culvert materials.

The level of effort associated with the above change is estimated as:

<b>Task</b>	<b>Parikh</b>	<b>Wood Rodgers</b>	<b>Budget</b>
Additional Soil Testing	\$3,000	\$2,000	\$5,000
<b><u>TOTAL</u></b>			<b>\$5,000</b>

**Task 3R.5.4A: 2015 Plans and Specifications Updates**

The sixty percent (60%) plans for the Project were prepared based on Caltrans 2010 Standard Plans as well as Caltrans design criteria's, which were the current requirements at the time. Caltrans has now issued the 2015 version of their Standard Plans and Specification and requires any Project being advertised for construction after summer of 2016 to reflect this latest version. Since the start of construction for this Project is now anticipated to begin in late summer of 2016 due to funding constraints, the PS&E package must be updated to reflect the requirements of Caltrans 2015 Standard Plans, Standard Specifications and Standard Special Provisions. The Engineer's Estimate will also require editing to reflect 2015 Caltrans bid item numbers and names and unit prices. In addition due to the recent inclusion of Federal funding for the Project, the Specification must also reflect the Federal requirements to obtain Caltrans approval.

The level of effort associated with the above change is estimated as:

<b>CONTRACTOR Classification</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fee</b>
Project Manager / Principal	4	\$185	\$740
Engineer III	80	\$125	\$10,000
CAD Technician	24	\$70	\$1,680
<b><u>TOTAL</u></b>			<b>\$12,420</b>

**Task 3R.15: Pre-Construction Nesting Bird Survey**

LSA will provide nesting bird survey prior to the Project's start of construction. Should the Project be constructed during the general bird nesting season (February 1 through August 31), a qualified LSA biologist would perform a pre-construction nesting bird survey of the entire Project area within seventy-two (72) hours of the initiation of Project activities. Due to the length of the Project area and density of trees within the Project area, LSA proposes the survey be conducted in two (2) consecutive days in order to ensure the survey is conducted during the proper time of day.

The level of effort associated with the above change is estimated as:

<b>Task</b>	<b>LSA</b>	<b>CONTRACTOR</b>	<b>Budget</b>
Pre-construction nesting Bird Survey	\$2,600	\$500	\$3,100
<b><u>TOTAL</u></b>			<b>\$3,100</b>

**EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Summary of Proposed Budget**

<b>TASK</b>	<b>Wood Rodgers</b>	<b>LSA</b>	<b>Parikh</b>	<b>Total Budget</b>
<b>PA&amp;ED Revalidation</b>				
Project Management	\$13,720	\$2,500		\$16,220
Task 1.7R: Environmental Revalidation				
<i>Task 1.7R.1: TECHNICAL STUDY ADDENDUMS</i>				
<i>Task 1.7R.1A: Noise Impact Analysis</i>	\$2,500	\$17,000		\$19,500
<i>Task 1.7R.1B: Noise Abatement Decision Report (NADR)</i>	\$500	\$9,500		\$10,000
<i>Task 1.7R.1C: Historic Resources Compliance Report</i>	\$1,500	\$6,500		\$8,000
<i>Task 1.7R.1D: Natural Environment Study (Minimal Impacts)</i>	\$2,500	\$22,500		\$25,000
<i>Task 1.7R.1E: Floodplain Encroachment Report</i>	\$15,000	\$1,000		\$16,000
<i>Task 1.7R.1F: Section 4(f) Documentation</i>	\$500	\$5,000		\$5,500
<i>Task 1.7R.2: ADDENDUM TO THE 2012 IS/MND</i>	\$1,500	\$14,500		\$16,000
Task 2.1R.1R: Revise Conceptual Geometric Drawing	\$21,440			\$21,440
<b>Sub-Total</b>	<b>\$59,160</b>	<b>\$78,660</b>		<b>\$137,660</b>
<b>FINAL DESIGN</b>				
Project Management	\$22,880			\$22,880
Task 3R.2R: Revise Roadway Base Plans	\$21,940			\$21,940
Task 3R.5.1A: Revise Carmel Valley Rd/SR-1 Signal Plans	\$46,480			\$46,480
Task 3R.5.1B: ADA Ramps Upgrade to Caltrans 2015 requirements	\$7,930			\$7,930
Task 3R.5.1C: Additional Soil Testing	\$2,000		\$3,000	\$5,000
Task 3R.5.4A: 2015 Plans and Specifications Updates	\$12,420			\$12,420
Task 3R.15: Pre-Construction Nesting Bird Survey	\$500	\$2,600		\$3,100
<b>Sub-Total</b>	<b>\$114,150</b>	<b>\$2,600</b>	<b>\$3,000</b>	<b>\$119,750</b>
<b>Total Additional Budget</b>	<b>\$173,310</b>	<b>\$81,100</b>	<b>\$3,000</b>	<b>\$257,410</b>

Client#: 2085

WOODRODGE1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2015

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).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Julie L. Nelson	CONTACT NAME: Doris A. Chambers
	PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193
	E-MAIL ADDRESS: dchambers@dealeyrenton.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
INSURED Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento, CA 95816-3342	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:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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	X	X	6805350L903TCT15	10/01/2015	10/01/2016	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 ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	X	BA5367L055	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$	X	X	ZUP14S76711	10/01/2015	10/01/2016	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		X	UB4020T377	01/01/2016	01/01/2017	<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	Professional Liability			DPR9725515	10/01/2015	10/01/2016	\$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)  
**GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.**  
 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 County of Monterey Contracts/Purchasing Dept 168 West Alisal Street, 3rd Floor Salinas, CA 93901-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Julie L. Nelson</i>
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## 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: 6805350L903TCT15

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 10/01/2015

**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 10/01/2015	
Named Insured Wood Rodgers, Inc.	Countersigned by <i>Michael 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.

**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

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 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.

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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.

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#### **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 .

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