



## Boronda County Sanitation District

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Director John M. Phillips, seconded by Director Chris Lopez to:

**Agreement No.: A-12523; Amendment No. 8**

Acting as the Board of Directors for the Boronda County Sanitation District:

- a. Approve Amendment No. 8 to Agreement No. A-12523 with MCSI Water Systems Management to continue to provide services associated with the management, maintenance, and operation of the San Jerardo Water System, Request for Proposals #10355, to increase the not-to-exceed amount by \$70,000, for a total amount not to exceed of \$661,584 and extend the expiration date from March 31, 2022 for one (1) additional year through March 31, 2023, for a revised term from July 30, 2013 to March 31, 2023; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute: 1) Amendment No. 8 to Agreement No. A-12523 and 2) Future amendments to Agreement No. A-12523 to extend the term beyond the original term authorized in Request for Proposals #10355 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 22<sup>nd</sup> day of March 2022, by roll call vote:

AYES: Directors Alejo, Phillips, Lopez, Askew and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 22, 2022.

Dated: March 24, 2022  
File ID: BCSD A 22-001  
Agenda Item No.: 1

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

A handwritten signature in black ink, appearing to read "Julian Lorenzana".

Julian Lorenzana, Deputy

**AMENDMENT NO. 8  
TO AGREEMENT  
BETWEEN THE COUNTY OF MONTEREY  
BORONDA COUNTY SANITATION DISTRICT (BCSD) AND  
MCSI WATER SYSTEMS MANAGEMENT**

**THIS AMENDMENT NO. 8** to Agreement No. A-12523 between the County of Monterey, a political subdivision of the State of California, acting as the Board of Directors of the Boronda County Sanitation District (BCSD) (hereinafter, "County BCSD") and MCSI Water Systems Management (hereinafter, "CONTRACTOR") is hereby entered into between the County BCSD and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into Agreement No. A-12523 with County BCSD on July 30, 2013, (hereinafter, "Agreement") which provided for an initial term to commence with the signing of the Agreement through and including March 31, 2014 with the option to extend the Agreement for four (4) additional one (1) year periods for an annual not to exceed amount of \$60,396 and for an amount not to exceed \$181,188 for the first three (3) years of the Agreement; and

**WHEREAS**, the Monterey County Board of Supervisors, acting as the Board of Directors of the BCSD, authorized the Contracts/Purchasing Officer to execute the Agreement and future amendments as stated in the Agreement; and

**WHEREAS**, Agreement was amended by the Parties on March 26, 2014 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through March 31, 2015 with no increase to the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on February 24, 2015 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 31, 2016 with no increase to the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on April 1, 2016 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through March 31, 2017 and to increase the amount by \$60,396 which resulted in a total not to exceed amount of \$241,584; and

**WHEREAS**, Agreement was amended by the Parties on April 10, 2017 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through March 31, 2018 and to increase the amount by \$70,000 which resulted in a total not to exceed amount of \$311,584; and

**WHEREAS**, Agreement was amended by the Parties on April 24, 2018 (hereinafter, "Amendment No. 5", including Exhibit D-1, Rate Sheet for Additional Services, effective April 24, 2018) to

extend the term for one (1) additional year through March 31, 2019 and to increase the amount by \$70,000 which resulted in a total not to exceed amount of \$381,584; and

**WHEREAS**, Agreement was amended by the Parties on April 1, 2019 (hereinafter, “Amendment No. 6”, including Exhibit D-2, Rate Sheet for Additional Services, effective April 1, 2019) to extend the term for one (1) additional year through March 31, 2020 and to increase the amount by \$70,000 which resulted in a total not to exceed amount of \$451,584; and

**WHEREAS**, Agreement was amended by the Parties on March 23, 2020 (hereinafter, “Amendment No. 7”) to extend the term for two (2) additional years through March 31, 2022 and to increase the amount by \$140,000 which resulted in a total not to exceed amount of \$591,584; and

**WHEREAS**, the County BCSD desires that CONTRACTOR continue to provide services associated with the management, maintenance and operation (hereinafter, “services”) of the San Jerardo Water System (hereinafter, “Water System” or “Project”) while the County/BCSD (1) completes repairs to the Water System control panel, fire pump/generator, (2) constructs improvements to complete the emergency intertie with the Foothill Estates Water System and (3) installs two (2) metered connections to benefit the property adjacent to the production well site per the terms of the Purchase Agreement for the production well side between the County/BCSD and the production well site Sellers Juan and Rosa Gutierrez; and

**WHEREAS**, County BCSD has a continued need for services, beyond the anticipated Agreement term allowed per Request for Proposals (RFP) #10355; and

**WHEREAS**, the California State Water Resources Control Board supports the transfer of the Water System to the San Jerardo Housing Cooperative, Inc., and due to CONTRACTOR’s extensive knowledge of the Water System, it is beneficial to retain CONTRACTOR through completion of the necessary repairs and improvements to avoid delays in the transfer of the Water System; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County BCSD; and

**WHEREAS**, the Parties agree that the CONTRACTOR’s annual cost for the services of the Project in Exhibit D – Revised Cost Estimate Sheet and rates and charges for additional services in Exhibit D-2 – Rate Sheet for Additional Services of the Agreement remain valid through March 31, 2023; and

**WHEREAS**, the Parties agree that the CONTRACTOR’s annual amount for additional anticipated services remains at \$9,604 and is valid through March 31, 2023; and

**WHEREAS**, the Parties wish to further amend the Agreement to update the provisions of the Agreement, to extend the term for one (1) additional year to March 31, 2023, and to increase the annual amount by \$60,396 plus an additional \$9,604 for additional anticipated services, for a total annual increase of \$70,000, and a total amount not to exceed \$661,584 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 8.

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

1. Amend the first sentence of Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The initial term shall commence with the signing of the Agreement on July 30, 2013 through and including March 31, 2025.

2. Amend Paragraph 4.1.1 of Section 4.0, "Compensation and Payments", to read as follows:

This Agreement shall not exceed \$661,584 for the nine (9) years and eight (8) months term of the Agreement. Further, the parties understand and agree that the annual not to exceed amount for the initial four (4) years shall not exceed \$60,396 and that the annual not to exceed amount for all subsequent years shall not exceed \$70,000.

3. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 5.0, "Invoices and Purchase Orders", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA #3200\*988), the Project name and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

Boronda County Sanitation District – San Jerardo  
County of Monterey  
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

4. Amend Paragraph 9.1 of Section 9.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

5. Amend Paragraph 12.1 of Section 12.0, "Compliance with Applicable Laws", to read as follows:

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

6. Amend Agreement to add Section 21.0, "Consent to Use of Electronic Signatures", as follows:

21.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

21.2 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

- 21.3 **Form: Delivery by E-Mail or Facsimile.** Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PD) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.
7. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
  8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
  9. This Amendment No. 8 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
  10. The recitals to this Amendment No. 8 are incorporated into the Agreement and this Amendment No. 8.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: DocuSigned by:  
Debra R. Wilson  
75741937A90D41B...  
Contracts/Purchasing Officer

Date: 3/30/2022 | 10:56 AM PDT

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

By: DocuSigned by:  
Mary Grace Perry  
A1933326E717442...  
Mary Grace Perry  
Deputy County Counsel

Date: 3/3/2022 | 12:09 PM PST

**Approved as to Fiscal Provisions**

By: DocuSigned by:  
Joey Nolasco  
F80C442ED05B437...  
Auditor/Controller

Date: 3/7/2022 | 3:15 PM PST

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel**  
**Leslie J. Girard, County Counsel**

By: \_\_\_\_\_  
Danielle P. Mancuso  
Risk Manager

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

MCSI Water Systems Management

Contractor's Business Name

By: DocuSigned by:  
Ross L. Hatch  
812E41C15A2F8...  
(Signature of Chair, President or Vice President)

Its: Ross L. Hatch, President  
(Print Name and Title)

Date: 3/3/2022 | 11:04 AM PST

By: DocuSigned by:  
Russell L. Hatch  
E831A00BF28D448...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Russell L. Hatch, CFO  
(Print Name and Title)

Date: 3/3/2022 | 11:15 AM PST

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2021

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

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

<b>PRODUCER</b> Leap/Carpenter/Kemps Insurance Agency 3187 Collins Dr. Merced CA 95348	<b>CONTACT NAME:</b> Nicole Ballenger <b>PHONE (A/C No, Ext):</b> 209-386-5050 <b>FAX (A/C No):</b> 209-386-6144 <b>E-MAIL ADDRESS:</b> nballenger@ickinsurance.com														
<b>INSURED</b> M.C.S.I. Water Systems Mgmt 11552 Hidden Hills Road Carmel Valley CA 93924	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indem Ins Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B : Insurance Co. of the West</td> <td>27847</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indem Ins Co.	18058	INSURER B : Insurance Co. of the West	27847	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES      CERTIFICATE NUMBER: 1615207342      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.**

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	Y	Y	PHPK2278166	5/26/2021	5/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK2278166	5/26/2021	5/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			PHU8769182	5/26/2021	5/26/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WSA506267800	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <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
A	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Pollution Liability			PHPK2278166 PHPK2278166	5/26/2021 5/26/2021	5/26/2022 5/26/2022	1,000,000    3,000,000 1,000,000    2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The County of Monterey, Its Officers, Agents and Employees are Additional Insured with respects to the General Liability. The General Liability policy is Primary/Non-Contributory per endorsement attached.  
 Waiver of Subrogation applies to the General Liability policy per endorsement attached.

<b>CERTIFICATE HOLDER</b>  County of Monterey 1441 Schilling Place, South 2nd Floor Salinas CA 93901	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Nicole Ballenger</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**01/21/2022**

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

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

<b>PRODUCER</b> O'Brien Insurance Services Lic# 0794969 1722 Seabright Ave Santa Cruz CA 95062	<b>CONTACT NAME:</b> Michael Matica <b>PHONE (A/C, No, Ext):</b> 831-429-9595 <b>E-MAIL:</b> jennifer@obinsure.com <b>FAX (A/C, No):</b> 831-429-9393 <b>ADDRESS:</b> _____ <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Mid Century Insurance Co INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
<b>INSURED</b> MCSI Water Systems; Russ Hatch 11552 Hidden Hills Road Carmel Valley CA 93924	<b>NAIC #</b> 21687

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	604841533	08/12/2021	08/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ <b>1,000,000</b> \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
		<input type="checkbox"/>	<input type="checkbox"/>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**ALL OPERATIONS AS PERTAINS TO NAMED INSURED**  
**COUNTY OF MONTEREY, ITS OFFICERS, AGENTS & EMPLOYEES ARE NAMED AS ADDITIONAL INSURED.**  
**A WAIVER OF SUBROGATION IS ATTACHED.**

<b>CERTIFICATE HOLDER</b> County of Monterey Contracts/Purchasing Department 168 West Alisal St, 3rd Floor Salinas, CA 93906	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Policy: PHPK2278166

Philadelphia Indemnity Insurance Company

PI-WDI -057 (10/17)

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

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY COVERAGE FORM WATER DISTRICTS INSURANCE PROGRAM**

- A. SECTION II – WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) whom you are required to add as an additional insured to this policy under a written contract, agreement or permit:
1. Currently in effect or which will become effective during the term of the policy; and
  2. Executed prior to the "occurrence," offense, error, omission, "wrongful act" or "act, error or omission."
- B. The insurance provided to this additional insured is limited as follows:**
1. That person or organization is an additional insured only with respect to liability arising out of:
    - a. Premises you own, rent, lease or occupy; or
    - b. Your ongoing operations performed for that additional insured as specified in the written contract, agreement or permit.
  2. The limits of insurance applicable to the additional insured are those specified in the contract, agreement, permit or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
  3. Coverage is not provided for liability or damages arising out of the sole negligence of the additional insured.
- C. The insurance provided to the additional insured does not apply to liability or damages arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services including:**
1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. Supervisory, inspection, architectural or engineering activities.
- D. Coverage provided by this endorsement will apply on a primary and non-contributory basis if a written contract, agreement or permit specifically requires that this insurance be primary and non-contributory.**
- Otherwise, coverage provided by this endorsement will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

All other terms and conditions of this policy remain unchanged.

PI-WDI-057 (10/17)

Page 1 of 1

Includes copyrighted material of Insurance Services Office, Inc. with permission.

Policy: PFPK2278166

Philadelphia Indemnity Insurance Company

PI-WDI -052 (10/17)

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

**WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY COVERAGE FORM WATER DISTRICTS INSURANCE PROGRAM**

- A. SECTION IV – CONDITIONS** is amended to include the following additional condition. This supersedes any other provision to the contrary:

We agree to **waive** any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

- B. For the purpose of this endorsement, the following is added to SECTION V – DEFINITIONS:**

"Your work":

**1. 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.

**2. Includes:**

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: 604841533

COMMERCIAL AUTO  
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 01/21/2022	Countersigned By:       (Authorized Representative)
Named Insured: MANAGEMENT & CONSTRUCTION	

#### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> COUNTY OF MONTEREY, ITS OFFICERS, AGENTS & EMPLOYEES
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(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.

POLICY NUMBER: 604841533

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



**E3153**  
1st Edition

**CHANGES IN TRANSFER OF  
RIGHTS OF RECOVERY AGAINST OTHERS TO US  
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM**

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

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

Endorsement Effective: 01/21/2022	Countersigned By:     (Authorized Representative)
Named Insured: MANAGEMENT & CONSTRUCTION	

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b> COUNTY OF MONTEREY, ITS OFFICERS, AGENTS & EMPLOYEES
Additional Premium   \$

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.