

MONTEREY COUNTY

RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS

1441 Schilling Place, South 2nd Floor

(831)755-4800

Salinas, California 93901-4527

www.co.monterey.ca.us/rma

MEMORANDUM

Date: February 28, 2020

To: Valerie Ralph
Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst III

Subject: AGREEMENT AND CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT NO. A-13836, DATED MARCH 7, 2014, AND PROFESSIONAL SERVICES AGREEMENT NO. A-12674, DATED MAY 20, 2014, BETWEEN THE COUNTY OF MONTEREY AND RIM ARCHITECTS (CALIFORNIA), INC. (ASSIGNOR) TO RIM ARCHITECTS (CA), LLP (ASSIGNEE)

Please find attached and for your records, a fully executed original of the Agreement and Consent to Assignment of Professional Services Agreement No. A-13836, dated March 7, 2014, and Professional Services Agreement No. A-12674, dated May 20, 2014, between the County of Monterey and RIM Architects (California), Inc. (Assignor) to RIM Architects (CA), LLP (Assignee) to provide on-call services under \$100,000 and on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County.

If you have any questions, please contact Shelley Dickinson, Management Analyst II, at Ext. #4832. Thank you.

DMM/sd

Attachments: Executed Consent to Assignment – *1 Original and 1 Copy*
Board Order for Amendment No. 2 to Agreement, Passed and Adopted on 2/27/18 – *1 Copy for Reference*
Board Order for Amendment No. 3 to Agreement, Passed and Adopted on 5/21/19 – *1 Copy for Reference*



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

For Reference

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 2 to the Agreements with the following five (5) consultants:
 Belli Architectural Group, Inc., (A-13835) Multi-Year Agreement #3000*1219;
RIM Architects (California), Inc., (A-13836) Multi-Year Agreement #3000*1224;
 The Paul Davis Partnership, LLP, (A-13837) Multi-Year Agreement #3000*1223;
 Wald, Ruhnke & Dost Architects, LLP, (A-13838) Multi-Year Agreement #3000*1226; and
 Weston Miles Architects, Inc., (A-13839) Multi-Year Agreement #3000*1225
 to continue to provide services associated with on-call services under \$100,000 for architectural and engineering design services for various projects located in Monterey County, California, Request for Qualifications #10455, to increase the not to exceed amount by \$100,000 for a total amount not to exceed \$200,000, and extend the expiration date for one (1) additional year for a revised term of March 7, 2014 to March 7, 2019;
- b. Approved Amendment No. 3 to the Agreement with Kasavan Architects, Inc. (A-13788), Multi-Year Agreement #3000*1222 to continue to provide services associated with on-call services under \$100,000 for architectural and engineering design services for various projects located in Monterey County, California, Request for Qualifications #10455, to increase the not to exceed amount by \$100,000 for a total amount not to exceed \$300,000 with no term extension to the term of March 7, 2014 to March 7, 2019;
- c. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the referenced Amendments to said Agreements; and
- d. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to each Agreement to extend the term beyond the original term authorized in Request for Qualifications #10455 where the amendments do not significantly alter the scope of work or change the approved amount of each Agreement.

PASSED AND ADOPTED on this 27th day of February 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips and Parker

NOES: None

ABSENT: Supervisor Adams

I, Nicholas E. Chiulos, Acting 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 80 for the meeting February 27, 2018.

Dated: February 28, 2018
File ID: A 18-043

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Danise Hancock
Deputy



Monterey County Board of Supervisors

168 W. Alisal Street, 1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

Agreement No. A-12673, A-12674, A-12675 and A-12679, Amendment No. 3

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to:

- a. Approve Amendment No. 3 to the Agreements with the following four (4) consultants: Kasavan Architects, Inc., Agreement No. A-12673; RIM Architects (California), Inc., Agreement No. A-12674; The Paul Davis Partnership, LLP, Agreement No. A-12675; and Wald, Ruhnke & Dost Architects, LLP, Agreement No. A-12679 to continue to provide services associated with on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County, California, Request for Qualifications #10456, to extend the expiration date for one (1) additional year through May 20, 2020, for a revised term from May 20, 2014 to May 20, 2020, with no associated dollar amount increase to each Agreement's total not to exceed amount of \$5,000,000; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 to each Agreement.

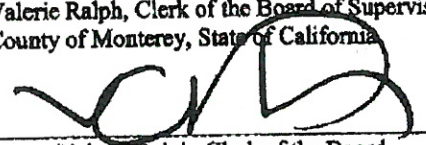
PASSED AND ADOPTED on this 21st day of May 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Adams, Lopez, Parker and Phillips
NOES: None
ABSENT: None

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 May 21, 2019.

Dated: May 22, 2019
Legistar File ID No. A 19-145
Agenda Item No. 42

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


Valerie Ralph, Clerk of the Board

AGREEMENT AND CONSENT TO ASSIGNMENT OF
PROFESSIONAL SERVICES AGREEMENT NO. A-13836, DATED MARCH 7, 2014
AND
PROFESSIONAL SERVICES AGREEMENT NO. A-12674, DATED MAY 20, 2014,
BETWEEN
COUNTY OF MONTEREY AND
RIM ARCHITECTS (CALIFORNIA), INC. (ASSIGNOR) TO
RIM ARCHITECTS (CA), LLP (ASSIGNEE)

This Agreement and Consent to Assignment is provided by Monterey County (hereinafter, "County") for the benefit of RIM Architects (California), Inc. (hereinafter, "Assignor") and RIM Architects (CA), LLP (hereinafter, "Assignee") and is effective retroactive to **January 1, 2020** (hereinafter, "Assignment Date"), which is the effective date of the "Assignment Agreement" attached hereto and incorporated by this reference and referred to as **Exhibit "A"**.

RECITALS

- A. Whereas, Assignor and County entered into two (2) Agreements, as follows: 1) Professional Services Agreement (PSA) No. A-13836 with Assignor for on-call services under \$100,000 for architectural and engineering design services for various projects located in Monterey County [Request for Qualifications (RFQ) #10455] [Multi-Year Agreement (MYA) #3000*1224], dated March 7, 2014; and 2) PSA No. A-12674 with Assignor for on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County (RFQ #10456) (MYA #3000*1204), dated **May 20, 2014**, as modified by any and all addendums, amendments and exhibits thereto (collectively and hereinafter, "Agreements") on file with the County of Monterey, Resource Management Agency (RMA) and incorporated herein by this reference as though fully attached hereto; and
- B. Whereas, on **January 1, 2020** ("Assignment Date"), Assignor executed the "Assignment Agreement", referred to as **Exhibit "A"**, attached hereto and incorporated by this reference; and
- C. Whereas, Assignor has transferred certain of its assets to Assignee as reflected in the "**Exhibit A**", dated as of January 1, 2020 (the "Effective Date"). In connection with the transfer of such assets, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest in and to the **Agreements** which relate to the period on or after the Assignment Date (hereinafter, "Assignment"); and
- D. Whereas, **Agreements**, in Section 10.0, "Overriding Contractor Performance Requirements", Paragraph 10.3, "Non-Assignment" provides that, "*CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.*"

PARTIES CONSENT TO ASSIGNMENT

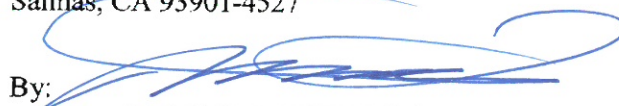
- 1. County hereby consents to the Assignment of said Agreements to Assignee, effective as of the Assignment Date of January 1, 2020, and acknowledges that said Assignment shall not constitute or be deemed to be a breach of said Agreements by Assignor.

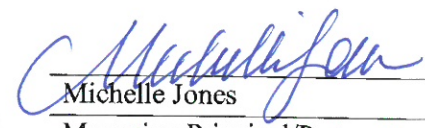
COUNTY:

County of Monterey
Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

ASSIGNEE:

RIM Architects (CA), LLP
639 Front Street, 2nd Floor
San Francisco, California 94111

By: 
Name: Carl P. Holm, AICP
Title: RMA Director
CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY

By: 
Name: Michelle Jones
Title: Managing Principal/Partner

Date: 02-28-2020

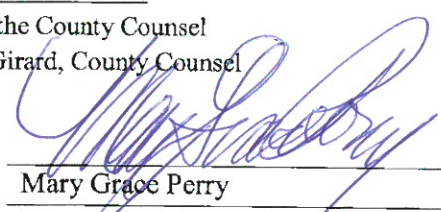
Date: _____

By: _____
Name: _____
Title: _____

Date: _____

Approved as to Form:

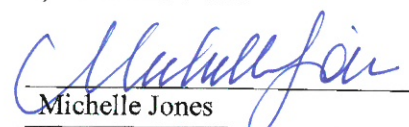
Office of the County Counsel
Leslie J. Girard, County Counsel

By: 
Name: Mary Grace Perry
Title: Deputy County Counsel

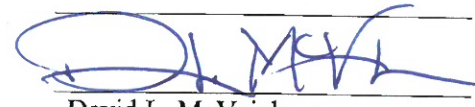
Date: 2/14-2020

ASSIGNOR:

RIM Architects (California), Inc.
639 Front Street, 2nd Floor
San Francisco, California 94111

By: 
Name: Michelle Jones
Title: Vice President

Date: _____

By: 
Name: David L. McVeigh
Title: Secretary

Date: 2/5/2020

*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.

EXHIBIT A – ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT

This Assignment Agreement is made on or as of January 15, 2020, by and between RIM Architects (California), Inc., a California corporation with an address of 639 Front Street, 2nd Floor, San Francisco, CA 94111 ("Assignor"), RIM Architects (CA), LLP, a California registered limited liability partnership with an address of 639 Front Street, 2nd Floor, San Francisco, CA 94111 ("Assignee").

RECITALS

- A. Assignor and The County of Monterey ("Client") are parties to Agreements dated March 7, 2014 and May 20, 2014 with Amendments 03 for both Agreements (the "Contract").
- B. Assignor and Assignor's parent (RIM Architects, LLC) have determined that the professional services rendered by Assignor may be better delivered to its clients through Assignee and the legal structure of a limited liability partnership versus a corporation so have agreed to assign all contracts and work currently being performed by Assignor to Assignee.
- C. Assignee will employ the same professionals and staff as Assignor has been employing, so that clients who have been working with Assignor will not see a change in personnel, quality of work, or performance.
- D. Assignor and Assignee wish to substitute Assignee in place of Assignor with respect to the Contract.

TERMS

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

- 1. Assignor hereby assigns, transfers, and conveys to the Assignee as of January 1, 2020 (the "Effective Date") all of Assignor's title, right, obligations, and interest in, to and under the Contract.
- 2. Assignee hereby accepts such assignment of the Contract as of the Effective Date, and agrees to assume all of Assignor's duties and obligations in, to, and under the Contract from and after the Effective Date.
- 3. Assignor and Assignee acknowledge that the foregoing assignment does not release Assignor from any liability to Client under the Contract.

EXHIBIT A – ASSIGNMENT AGREEMENT

In witness whereof, the parties have executed this Agreement on or as of the date first written above.

RIM Architects (California), Inc.

A California corporation

By: **Michelle Jones** _____
Digitally signed by
Michelle Jones
Date: 2020.01.16
16:31:17 -08'00'

Its: Managing Principal _____

RIM Architects (CA), LLP

A California registered limited liability partnership

By: **Michelle Jones** _____
Digitally signed by
Michelle Jones
Date: 2020.01.16 16:31:31
-08'00'

Its: Managing Principal _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2019

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 Parker, Smith & Feek, Inc. 3800 Centerpoint Drive, Suite 601 Anchorage, AK 99503	CONTACT NAME:		
	PHONE (A/C, No, Ext): 907-562-2225	FAX (A/C, No): 907-561-2504	
INSURED RIM Architects CA, LLP 639 Front Street, 2nd Floor San Francisco, CA 94111	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Phoenix Insurance Company		
	INSURER B: Travelers Indemnity Co.		
	INSURER C: Travelers Prop. Casualty Co. of Amer.		
	INSURER D: Architects & Engineers Insurance Co.		
	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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	X		P6307B36171APHX19	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X		BA5N8547391943G	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4K3048861943G	05/01/2019	05/01/2020	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			190010901	08/05/2019	08/05/2020	\$2,000,000 Per Claim \$4,000,000 Aggregate

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

All Operations.

The County of Monterey, its officers, agents and employees is an additional insured and coverage is primary and non-contributory on the general liability and automobile policies per the attached endorsements/forms.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
Contracts/Purchasing Division
168 West Alisal Street, 3rd Floor
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amanda Rood

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization 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 the signing and execution of the contract or agreement by you;
- 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.

OTHER INSURANCE -- ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this 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 that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. **Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. **Excess Insurance**, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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.

- | | |
|--|---|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE – GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>J. PERSONAL PROPERTY</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> <p>N. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|--|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS 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 Covered Autos 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.

C. EMPLOYEE HIRED AUTO

- The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 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 an "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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS 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 – COVERED AUTOS 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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "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.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. 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.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. 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.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property 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. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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 signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

