

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 7 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and LSA Associates, 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 January 4, 2007 (hereinafter, "Agreement") to provide environmental services (hereinafter, "services") for the Davis Road Bridge Replacement and Road Widening Project (hereinafter, "Project") through December 31, 2008 for an amount not to exceed \$396,245; and

WHEREAS, Agreement was amended by the Parties on October 6, 2008 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through December 31, 2009 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on November 5, 2009 (hereinafter, "Amendment No. 2", including Exhibit B-1 – Federal Provisions) to extend the term for sixteen (16) additional months through March 31, 2011 and to revise Exhibit B - Federal Provisions with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 3, 2010 (hereinafter, "Amendment No. 3", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the Agreement amount by \$20,680 which resulted in a total not to exceed amount of \$416,925 and to update the CONTRACTOR's Hourly Billing Rates with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on April 5, 2011 (hereinafter, "Amendment No. 4") to extend the term for twenty-seven (27) additional months through June 30, 2013 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 June 27, 2013 (hereinafter, "Amendment No. 5") to extend the term for three (3) additional years through June 30, 2016 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 7, 2014 (hereinafter, "Amendment No. 6", including Exhibit A-2 – Scope of Services/Payment Provisions) to increase the Agreement amount by \$413,870 which resulted in a total not to exceed amount of \$830,795 and to update the CONTRACTOR's Hourly Billing Rates with no extension to the Agreement's term; and

WHEREAS, 95% of the Agreement services for the Project have been completed; and

WHEREAS, the Environmental Impact Report (EIR)/Environmental Assessment (EA) for the Project is scheduled for County Board of Supervisors approval on or about June 2016; and

WHEREAS, various regulatory permits are required by regulatory agencies in order to begin construction of the Project; and

WHEREAS, the Parties wish to include the CONTRACTOR's support on regulatory permit acquisitions to the original scope of the Agreement; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2017 and to increase the amount by \$40,700 for a total amount not to exceed \$871,495 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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 and A-3 in conformity with the terms of this Agreement. The services are generally described as follows: Provide environmental services including support on regulatory permit acquisitions for the Davis Road Bridge Replacement and Road Widening Project.

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 and A-3, 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 \$871,495.

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

The term of this Agreement is from September 1, 2006 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.
4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions".
5. The "Project Schedule" referenced in Amendment No. 6 to the Agreement, Exhibit A -2 - Scope of Services/Payment Provisions, is hereby amended to include the "Project Schedule" referenced in Amendment No. 7 to the Agreement, Exhibit A-3 – Scope of Services/Payment Provisions, to extend through June 30, 2017, to conform to the amended term of the Agreement.
6. 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, 2nd Floor
Salinas, California 93901

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: *Debra Webb*
Contracts/Purchasing Officer

Date: 1 Aug 2016

Approved as to Form and Legality
Office of the County Counsel

By: *Mary Grace Perry*
Mary Grace Perry
Deputy County Counsel

Date: May 26, 2016

Approved as to Fiscal Provisions

By: *Mary Webb*
Auditor/Controller

Date: 5-26-16

Approved as to Indemnity and Insurance Provisions

By: INSURANCE LANGUAGE
Risk Management

By: *Dydia Schumaker*
Date: 5-27-16

CONTRACTOR*

LSA Associates, Inc.
Contractor's Business Name

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

Its: Robert H. McDann, President
(Print Name and Title)

Date: May 18, 2016

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

Its: Firoz Jamal, CFO
(Print Name and Title)

Date: May 18, 2016

*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-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA

LSA ASSOCIATES, INC.
285 SOUTH STREET
SUITE P
SAN LUIS OBISPO, CA 93401

805.782.0745 TEL
805.782.0796 FAX

BERKELEY
CARLSBAD

FRESNO
IRVINE
PALM SPRINGS

PT. RICHMOND
RIVERSIDE
ROCKLIN

May 4, 2016

Enrique Saavedra, P.E.
Senior Civil Engineer
County of Monterey, Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

Subject: Proposal to Prepare Regulatory Permit Packages for the Davis Road Bridge Replacement and Road Widening Project

Dear Enrique:

Based on analysis and conclusions of the Draft Environmental Impact Report/Environmental Assessment (EIR/EA) and associated technical studies, the Davis Road Bridge Replacement and Road Widening Project (Project) requires the following regulatory permits before construction of the Project can begin: 1) Nationwide Permit for Section 404 of the Clean Water Act (CWA) from the Army Corps of Engineers (Corps), 2) Lake or Streambed Alteration Agreement for Section 1602 of the California Department of Fish and Game Code from the California Department of Fish and Wildlife (CDFW), and 3) Water Quality Certification for Section 401 of the CWA from the California Regional Water Quality Control Board (RWQCB).

LSA Associates, Inc. (LSA) has staff with extensive experience preparing regulatory permits and is available to prepare the aforementioned permit packages on behalf of the County once the Final Environmental Impact Report/Environmental Assessment has been approved.

SCOPE OF WORK

LSA proposes to complete the tasks for the permitting phase of the Project described below

Task 1: Section 404 Nationwide Permit

LSA will prepare a Nationwide Permit application for Section 404 of the CWA for the Project. Based on the Jurisdictional Delineation prepared for the project which was submitted to the Corps for verification on June 4, 2014, project implementation would result in temporary and permanent impacts to wetlands and waters of the U.S. Project impacts would be less than one half acre (0.50 acre) and would therefore be permitted under the Nationwide Permit Program. It is assumed that the Project would be authorized under Nationwide Permit 14, Linear Transportation Projects. A conceptual mitigation and monitoring plan will be prepared for submittal with the permit application. The mitigation and monitoring plan will describe how the impacts to jurisdictional areas will be mitigated and how the mitigation will be monitored to demonstrate that the mitigation was successful. This plan also will be suitable for submittal with the Section 401 and Section 1602 permits.

5/4/16 (P:\MOC0602A - Davis Road Bridge\Project Management\Permitting Scope\Davis Road Bridge Permitting Proposal_5.4.16.docx)

PLANNING | ENVIRONMENTAL SCIENCES | DESIGN

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

Task 2: Section 1602 Lake or Streambed Alteration Agreement

LSA will prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the California Department of Fish and Game Code for the Project. The agreement application will include a notice of determination showing California Environmental Quality Act (CEQA) compliance, Project plans, and a check in an amount to be determined by the extent of impact. The County will be responsible for filing fees associated with the Lake or Streambed Alteration Agreement for the Project.

Task 3: Section 401 Water Quality Certification

LSA will prepare a Water Quality Certification application for Section 401 of the CWA for the Project. The application will include a copy of the Section 1602 Streambed Alteration Agreement, a copy of the Nationwide Permit, a copy of the delineation of jurisdictional waters, a notice of determination showing CEQA compliance, and a check for the application fee. The County will be responsible for filing fees associated with the Water Quality Certification for the Project.

Task 4: Agency Coordination

LSA will coordinate¹ with environmental regulatory agency representatives and prepare permit applications in signature ready format. A maximum of 16 hours of senior staff's time will be allotted for agency coordination. Upon the County's signature, LSA will submit permit applications to the respective agencies and coordinate with those agencies to ensure that the applications are complete, provide additional information if requested, discuss Project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. During their review, should any of the agencies modify or recommend additional conditions from those specified on the permit applications, LSA will work with the County and the agencies to finalize the permit conditions. The County is responsible for payment of all filing fees.

Task 5: Project Management

LSA senior staff will provide oversight and management for this task. This task will include review of all documents by senior staff prior to release to the client and permitting agencies, tracking of budgets, and overall quality control.

COST ESTIMATE

LSA proposes to conduct the services described in the Scope of Work above for the amount shown in the table below. Task budgets are estimates and costs may be shifted between tasks while keeping within the overall budget.

¹ Section 7 consultation for this project is expected to be conducted between Caltrans and the U.S. Fish and Wildlife Service and the National Marine Fisheries Service.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

LSA ASSOCIATES, INC.

Task	Cost
Task 1: Section 404 Nationwide Permit	\$18,000
Task 2: Section 1602 Lake or Streambed Alteration Agreement	\$7,500
Task 3: Section 401 Water Quality Certification	\$7,500
Task 4: Agency Coordination	\$3,500
Task 5: Project Management	\$4,000
LABOR SUBTOTAL	\$40,500
Reimbursables	\$ 200
(Does not include agency filing/application fees)	
Total	\$40,700

PROJECT SCHEDULE

The schedule for completing projects identified in the Scope of Work is shown in the table below.

Task	Estimated Time from NTP
County to Provide Notice to Proceed	
Task 1: Section 404 Nationwide Permit	
LSA to submit draft document to County	4 weeks ¹
County to provide review comments	2 week
LSA to submit final document to the Corps	1 week
Task 2: Section 1602 Lake or Streambed Alteration Agreement	
LSA to submit draft document to County	4 weeks ¹
County to provide review comments	2 week
LSA to submit final document to CDFW	1 week
Task 3: Section 401 Water Quality Certification	
LSA to submit draft document to County	4 weeks ¹
County to provide review comments	1 week
LSA to submit final document to RWQCB	1 week
Task 4: Agency Coordination	On-going
Task 5: Project Management	On-going

¹ = Preparation of draft permit applications under Tasks 1-3 will occur concurrently.

We look forward to working with you on the permitting phase of this Project. Please let us know if you have any questions.

Sincerely,

LSA ASSOCIATES, INC.



Pam Reading
Project Manager

Cc: Rob McCann, LSA

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

May 2016

Davis Road Bridge Replacement and Road Widening
Regulatory Permitting Budget

LABOR COSTS		LSA											Reimbursables (copies, travel, mileage, etc.)	Total
	Hourly Rate	Principal-Environmental Rob McCann \$200	Associate-Environmental Fam Reading \$130	Senior Environmental Planner Laurel Frakes \$105	Assistant Environmental Planner Alexandria Fiorini \$80	Principal Biologist Tim Lacy \$145	Associate Biologist Charles Bourill \$105	Senior GIS Specialist \$100	Word Processing/Technical Editing \$80	LSA - Labor Total				
Task 1	Section 404 Nationwide Permit	4	15	40	8	14	40	16	20	5	\$17,900	\$100	\$18,000	
Task 2	Section 1602 Lake or Streambed Alteration Agreement	2	11	30	5	4	4	0	8	4	\$7,500	\$0	\$7,500	
Task 3	Section 401 Water Quality Certification	2	11	30	5	4	4	0	8	4	\$7,500	\$0	\$7,500	
Task 4	Agency Coordination	2	8	7	0	9					\$3,480	\$20	\$3,500	
Task 5	Project Management	2	16	107	18	41	48	16	36	13	\$3,930	\$70	\$4,000	
	<i>Subtotals</i>	12	61	107	18	41	48	16	36	13	\$40,310	\$190	\$40,500	
TOTAL COST													\$40,500	

Reimbursables

\$200

TOTAL COST IN LABOR AND REIMBURSABLES:

\$40,700

Services provided under this Amendment No. 7 to this Agreement shall not exceed \$40,700. The total amount of this Agreement shall not exceed the sum of \$871,495.

Client#: 652

LSAASSOC11

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/28/2015

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(les) 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		CONTACT NAME: Julie Nelson PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: jnelson@dealeyrenton.com															
INSURED LSA Associates, Inc. 20 Executive Park, Suite 200, Irvine, CA 92614		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Ins. Co.</td> <td>19682</td> </tr> <tr> <td>INSURER B: Catlin Specialty Ins. Co.</td> <td>15989</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Co.</td> <td>29424</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Ins. Co.	19682	INSURER B: Catlin Specialty Ins. Co.	15989	INSURER C: Hartford Casualty Insurance Co.	29424	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		57CESOF4492	09/30/2015	09/30/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COM/OP AGG	\$2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		57UUNIF1488	09/30/2015	09/30/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	57WEGG5794	09/30/2015	09/30/2016	<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
B	Professional Liability		CPV6710060916	09/30/2015	09/30/2016	\$2,000,000 per Claim \$4,000,000 Annl Aggr.	

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

General Liability Policy excludes claims arising out of the performance of professional services.
 Project: Davis Road Bridge. County of Monterey, its Officers, Agents, Officers and Employees are additional insureds to General & Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory. See attachments.

CERTIFICATE HOLDER County of Monterey Resource Management Agency Attn: Dalia Mariscal 168 W. Alisal Street, 2nd 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Location(s) Of Covered Operations

Schedule Cont.: The County of Monterey, its Officers, Agents and Employees

County of Monterey
Resource Management Agency
Attn: Dalia Mariscal
168 W. Alisal Street, 2nd Floor

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

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

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

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

**Location And Description Of Completed
Operations**

County of Monterey
Resource Management Agency
Attn: Dalia Mariscal
168 W. Alisal Street, 2nd Floor

Schedule Cont.: The County of Monterey, its Officers, Agents and Employees

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION III

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
Any person or organization with whom you have agreed in a written contract, agreement, or permit to include as an additional insured on a primary/non-contributory basis.	All projects or locations covered under this policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Subparagraph f., **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit Paragraph of Section II – Who Is An Insured** is replaced for any other person or organization not described under subparagraphs a. through e., but only with respect to the additional insured person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy for such person(s) or organization(s).

This coverage is provided only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
2. In connection with your premises owned by or rented to you and shown in the Schedule; or

3. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

- a. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
- b. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

B. The insurance afforded to the additional insured shown in the Schedule applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and

3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- C. With respect to the insurance afforded to the person(s) or organizations(s) who are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
2. Supervisory, inspection, architectural or engineering activities.

All other terms and conditions in the policy remain unchanged.

POLICY NUMBER: 57CESOF4492

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County of Monterey
Resource Management Agency
Attn: Dalia Mariscal
168 W. Alisal Street, 2nd Floor

(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 (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership, joint venture or limited liability company
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire 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.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

a. 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:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. \$1,500 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:

- (1) 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;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,

CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought 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.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos damaged in any one "loss", the most we will pay under this Hybrid Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.