

**RENEWAL AND AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
IBI GROUP ARCHITECTURE PLANNING**

THIS RENEWAL AND AMENDMENT NO. 1 to Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and IBI Group Architecture Planning (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 an Agreement with County on May 20, 2014 (hereinafter, "Agreement"), for the provision of providing on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County (hereinafter, "services") under Request for Qualifications (RFQ) #10456 through May 20, 2017 for an amount not to exceed \$5,000,000; and

WHEREAS, the Agreement expired pursuant to its terms on May 20, 2017; and

WHEREAS, the Parties wish to renew the Agreement retroactive to May 21, 2017; and

WHEREAS, the County has a continued need for services; and

WHEREAS, CONTRACTOR's Fee Schedule requires an update effective May 21, 2017; and

WHEREAS, the Parties wish to extend the term of the renewed Agreement for one (1) additional year to May 20, 2018 and to update the Fee Schedule effective May 21, 2017 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in this Agreement and as amended by this RENEWAL AND AMENDMENT NO. 1.

NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement is renewed retroactive to May 20, 2017, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Amend Paragraph 1.1 of Section 1.0, Performance of the Agreement, to delete "This AGREEMENT with Attachment K: Fee Schedule/Pricing Sheet" and add "This AGREEMENT with Attachment K-1: Revised Fee Schedule, effective May 21, 2017".

3. In all places within the renewed Agreement, any reference to Attachment K: Fee Schedule/Pricing Sheet is hereby replaced with Attachment K-1: Revised Fee Schedule, effective May 21, 2017.

4. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, May 20, 2014, through and including May 20, 2018, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

5. 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 AGREEMENT Multi-Year Agreement (MYA) number (#MYA 3000 *1204), project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

6. Amend Paragraph 5.2 of Section 5.0, "Invoices and Purchase Orders", to delete the first sentence.

7. Amend Paragraph 21.2 of Section 21.0, "Notices", to read as follows:

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Donald D. Searle
Acting Chief of Public Works and Facilities
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-4800
Fax: (831) 755-4958
Email: searledd@co.monterey.ca.us

TO CONTRACTOR:


Steve Sowa
Project Architect
IBI Group Architecture Planning
160 West Santa Clara Street, Suite 800
San Jose, California 95113
Phone: (408) 924-0811, Ext. #447
Fax: (408) 924-0844
Email: steve.sowa@ibigroup.com

8. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1, and shall continue in full force and effect as set forth in the Agreement.
9. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original Agreement dated May 20, 2014.
10. The recitals to this RENEWAL AND AMENDMENT NO. 1 are incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this RENEWAL AND AMENDMENT NO. 1 which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Contracts/Purchasing Officer
Debra Llewellyn, MBA
Deputy Purchasing Agent
County of Monterey
Date: 7-12-17

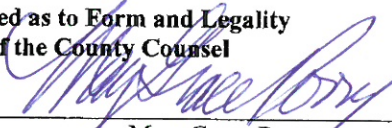
IBI Group Architecture Planning
Contractor's Business Name

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

Its: DAVID M. THOM PRESIDENT
(Print Name and Title)

Date: JULY 7, 2017

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

By: 
Mary Grace Perry
Deputy County Counsel

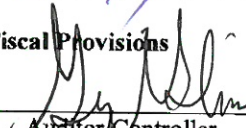
By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Assistant Treasurer)

Its: _____
(Print Name and Title)

Date: 7-11-17

Date: _____

Approved as to Fiscal Provisions

By: 
Auditor/Controller
Date: 7-12-17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*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.

Renewal and Amendment No. 1 to Agreement
IBI Group Architecture Planning
On-Call Services Over \$100,000 for Architectural and Engineering Design Services
for Various Projects (RFQ #10456)
RMA – Public Works and Facilities
Original Term: May 20, 2014 – May 20, 2017
Renewal Term: May 21, 2017 – May 20, 2018
Not to Exceed: \$5,000,000

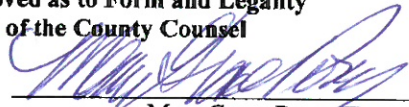
IN WITNESS WHEREOF, the Parties execute this RENEWAL AND AMENDMENT NO. 1 which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Contracts Purchasing Officer
Deputy Purchasing Agent
County of Monterey

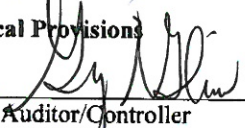
Date: 7.12.17

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

By: 
Mary Grace Perry
Deputy County Counsel

Date: 7-11-17

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 7-12-17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

IBI Group Architecture Planning
Contractor's Business Name

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

Its: _____
(Print Name and Title)

Date: _____

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

Its: Stephen Taylor, CFO
(Print Name and Title)

Date: July 7, 2017

*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.

Renewal and Amendment No. 1 to Agreement
IBI Group Architecture Planning
On-Call Services Over \$100,000 for Architectural and Engineering Design Services
for Various Projects (RFQ #10456)
RMA – Public Works and Facilities
Original Term: May 20, 2014 – May 20, 2017
Renewal Term: May 21, 2017 – May 20, 2018
Not to Exceed: \$5,000,000



IBI GROUP ARCHITECTURE PLANNING
160 West Santa Clara Street-Suite 800
San Jose, CA 95113 USA
Tel (408) 924-0811
Fax (408) 924-0844

ATTACHMENT K-1: REVISED FEE SCHEDULE
Effective May 21, 2017

**2017-2018 STANDARD HOURLY RATE SCHEDULE
BASIS FOR COMPENSATION**

ARCHITECTURAL SERVICES:

Senior/Consulting Principal	\$ 200-255/Hr.
Principal Architect	\$ 160-195/Hr.
Associates/Project Director	\$ 140-190/Hr.
Senior Project Architect	\$ 135-185/Hr.
Project Architect	\$ 110-165/Hr.
Project Manager	\$ 110-130/Hr.
Technical I	\$ 80-115/Hr.
Technical II	\$ 54-90/Hr.
Technical III	\$ 60-80/Hr.
Technical IV	\$ 55-75/Hr.
Construction Administrator I	\$ 125-160/Hr.
Construction Administrator II	\$ 90-125/Hr.
Administrative I	\$ 70-95/Hr.
Administrative II	\$ 45-75/Hr.
Administrative III	\$ 35-50/Hr.
Expert Witness Services	\$ 350/Hr.
Architect's Consultants	1.1 x Cost to Architect
Reimbursable Expenses	1.1 x Cost to Architect

Hourly Rates are in effect until December 31, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2017

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).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C, No, EXT): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C: Beazley Insurance Company, Inc.</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: Liberty Mutual Insurance Company		INSURER B:		INSURER C: Beazley Insurance Company, Inc.		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED IBI Group 160 W. Santa Clara Street, Suite 800 San Jose, CA 95113															

COVERAGES **CERTIFICATE NUMBER:** USIBI-750-1718 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 INSRD	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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			TB1-B71-171213-027	04/30/2017	04/30/2018	EACH OCCURRENCE	\$ 1,000,000 USD
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 USD
							MED EXP (Any one person)	\$ 2,500 USD
							PERSONAL & ADV INJURY	\$ 1,000,000 USD
							GENERAL AGGREGATE	\$ 5,000,000 USD
							PRODUCTS - COMP/OP AGG	\$ 1,000,000 USD
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS1-B71-171213-017	04/30/2017	04/30/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000 USD
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$ 1,000,000 USD
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000 USD
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						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 Y / N <input type="checkbox"/> N / A						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Professional Liability			PSDEF1700298	04/30/2017	04/30/2018	Per Claim	\$ 1,000,000 USD
							Annual Aggregate	\$ 2,000,000 USD

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
 Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate
 County of Monterey, its agents, officers and employees where required by written contract or written agreement with respect to Commercial General Liability, Automobile Liability and/or Umbrella Liability

Primary Non-Contributory Clause: The Insurance evidenced herein is primary only with respect to those occurrences for which the Insured may be negligent or may be held liable, specifically arising out of the operations of the Named Insured

CERTIFICATE HOLDER County of Monterey 168 West Alisal Street 3rd Floor Salinas, CA 93901 Attn: Contracts/Purchasing Department	CANCELLATION <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE <i>Andrea R. Ott</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/16/2017

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).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C, No. Ext): (952) 886-8000 FAX (A/C, No.): (312) 381-0536		
	E-MAIL ADDRESS:		
INSURED IBI Group 160 West Santa Clara Street, Suite 800 San Jose CA 95113 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Twin City Fire Insurance Company		29459
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 570066460972 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WEEL0990	01/13/2017	01/13/2018	<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

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

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Attn: Contracts/Purchasing Department 168 West Alisal Street, 3rd Floor Salinas CA 93901 USA	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
--	---

Holder Identifier :

Certificate No : 570066460972

Issued by Liberty Mutual Fire Insurance Co.

Policy No. TB1-B71-171213-027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):
<p>The County of Monterey, its agents officers and employees, Contracts/Purchasing department. 168 West Alisal Street, 3rd Floor Salinas, CA 93901</p> <p>where required by written contract</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

Policy Number: AS1-B71-171213-017
Issued by: Liberty Mutual Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS 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.

Schedule

Name of Person(s) or Organizations(s):

As required by written contract

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement 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.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

