

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: December 16, 2019

To: Valerie Ralph
Clerk of the Board of Supervisors

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

Subject: AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT NO. A-13085 BETWEEN WHITSON AND ASSOCIATES, INC. DBA WHITSON ENGINEERS AND THE COUNTY OF MONTEREY FOR THE CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT (CRFREE) PROJECT

Please find attached and for your records, a fully executed original of Amendment No. 3 to Professional Services Agreement (PSA) No. A-13085 between Whitson and Associates, Inc. dba Whitson Engineers and the County of Monterey for the project referenced above.

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

DMM/sd

Attachments: Executed Amendment No. 3 to PSA – 1 Original
Board Order for Amendment No. 2 to PSA, Passed and Adopted on 02/27/18 – 1 Copy for Reference



Monterey County Board of Supervisors

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

Board Order

Agreement Nos. A-13085; A-13086; and A-12775; A-13835

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 Professional Services Agreement No. A-13085 with Whitson and Associates, Inc. dba Whitson Engineers (Whitson) to include additional services for the comprehensive evaluation of Project alternatives and potential impacts to complete the Final Design of the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project, in Carmel, to increase the not to exceed amount by \$56,000 for a total amount not to exceed \$1,169,987, and to extend the expiration date for approximately eighteen (18) months for a revised term of April 13, 2016 to December 31, 2019;
- b. Approved Amendment No. 1 to Reimbursement Agreement No. A-13086 with The Big Sur Land Trust (BSLT), a California nonprofit public benefit corporation, to allow reimbursement to Monterey County for costs incurred by Whitson under Professional Services Agreement No. A-13085 as amended, to increase the not to exceed amount by \$56,000 for a total amount not to exceed \$636,000 with no extension to the term of April 14, 2016 until full reimbursement;
- c. Approved Amendment No. 4 to Professional Services Agreement No. A-12775 with Denise Duffy & Associates, Inc. (DD&A) to include additional biological surveys and complete environmental review of the CRFREE Project, in Carmel, to increase the not to exceed amount by \$187,488 for a total amount not to exceed \$562,727, and to extend the expiration date for approximately eighteen (18) months for a revised term of July 29, 2014 to December 31, 2019;
- d. Approved a Reimbursement Agreement with BSLT, a California nonprofit public benefit corporation, to allow reimbursement to Monterey County for costs incurred by DD&A under Professional Services Agreement No. A-13835 as amended, in the amount not to exceed \$187,488, for a term effective upon latest date of signature until full reimbursement; and
- e. Authorized the Resource Management Agency Director to execute Amendment No. 2 to Professional Services Agreement No. A-13085 with Whitson and associated Amendment No. 1 to Reimbursement Agreement No. A-13086 with BSLT, and Amendment No. 4 to Professional Services Agreement No. A-12775 with DD&A and associated Reimbursement Agreement with BSLT, and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts

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

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WHITSON AND ASSOCIATES, INC. DBA WHITSON ENGINEERS**

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-13085 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Whitson and Associates, Inc. dba Whitson Engineers (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 Professional Services Agreement No. A-13085 with County on April 14, 2016 (hereinafter, "Agreement") to provide a Final Design of the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (hereinafter, "Project") for a term beginning April 13, 2016 through December 31, 2017 for an amount not to exceed \$1,113,987; and

WHEREAS, Agreement was amended by the Parties on January 3, 2018 (hereinafter, "Amendment No. 1") to extend the term for approximately six (6) additional months through June 18, 2018 with no associated dollar amount increase; and

WHEREAS, Agreement was amended by the Parties on March 2, 2018 (hereinafter, "Amendment No. 2", including Exhibit A-1 - Scope of Services/Payment Provisions and Exhibit E - State Coastal Conservancy Agreement No. 17-024) to extend the term for approximately eighteen (18) additional months through December 31, 2019 and to increase the amount by \$56,000 which resulted in a total not to exceed amount of \$1,169,987; and

WHEREAS, the comprehensive evaluation of Project alternatives and potential impacts have been completed; and

WHEREAS, the environmental review process and technical analysis for the Project has been delayed due to on-going coordination with adjacent landowners and regulatory agencies; and

WHEREAS, the term of Exhibit B, SAP Contract No. 4600010665, of Agreement has been extended to December 31, 2022; and

WHEREAS, Exhibit C, Wildlife Conservation Board Grant Agreement WC-1059CF, and Exhibit E, State Coastal Conservancy Agreement No. 17-024, of Agreement are hereby removed from the Agreement in their entirety; and

WHEREAS, additional time is necessary to allow County to identify new funding and for the Parties to identify new tasks that have resulted from the comprehensive evaluation of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for three (3) additional years to December 31, 2022 with no associated dollar amount increase to allow CONTRACTOR to continue with the Project identified in the Agreement and as amended by this Amendment No. 3.

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

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

The term of this Agreement is from April 13, 2016 to December 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit B-1 – Amendment No. 1 to SAP Contract No. 4600010665", effective June 18, 2018.
3. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit C - Wildlife Conservation Board Grant Agreement WC-1059CF", effective January 1, 2019 and "Exhibit E - State Coastal Conservancy Agreement No. 17-024", effective January 1, 2020.
4. Amend Section 8.02, "Indemnification for Design Professional Services Claims", of Paragraph 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

5. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*2218, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

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 should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Carl P. Holm, AICP
RMA Director

Whitson and Associates, Inc.
dba Whitson Engineers
Contractor's Business Name

Date: 11 Dec 2019

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

Approved as to Form and Legality
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

Its: Richard Weber, President
(Print Name and Title)

By: [Signature]
Brian P. Briggs
Deputy County Counsel

Date: 11/25/19

Date: 12-4-19

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

Its: Kimberley Woltman, CFO
(Print Name and Title)

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11/25/19

Date: 12/5/2019

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

By: _____

Name: _____

Title: _____

Date: _____

*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 B-1 – AMENDMENT NO. 1 TO SAP CONTRACT NO. 4600010665

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

Amendment No. 1

To

FUNDING AGREEMENT

BETWEEN

THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

AND

MONTEREY COUNTY

FOR THE

**CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL
ENHANCEMENT PROJECT**

**FUNDED UNDER THE
FLOOD CORRIDOR PROGRAM GRANT (CONTRACT NO. 4600010665)**

EXHIBIT B-1 – AMENDMENT NO. 1 TO SAP CONTRACT NO. 4600010665

SAP Contract No. 4600010665

THIS AMENDMENT NO. 1 to the AGREEMENT, entered into by and between the State of California, acting by and through the Department of Water Resources (hereinafter referred to as the "State) and Monterey County (hereinafter referred to as the "Grantee"), duly organized, existing and acting pursuant to the laws thereof, which parties do hereby agree as follows:

The original Agreement dated June 18, 2014, remains binding with the following modifications:

1. SECTION 2 TERM OF AGREEMENT Is amended as follows:

Replace the first two sentences with "This Agreement shall remain in effect until December 31, 2022."

2. SECTION 7 METHOD OF PAYMENT

Replace "State of California, Department of Water Resources, 3463 El Camino Avenue, Room 200, Sacramento, CA 95821, to the attention of David Wright, Project Manager for the State." with "State of California, Department of Water Resources, 3310 El Camino Avenue, Suite 145, Sacramento, CA 95821, to the attention of Andrew Isner, c/o Cheryl Bates, Flood Corridor Program."

3. SECTION 13 PROJECT OFFICIALS AND NOTICES Is amended as follows:

Replace "David Wright" as the State Project Manager with "Andrew Isner."
Replace "Benny Young" as the Grantee's Program Manager with "Carl Holm"
Replace "John Ford" as the Grantee Project Manager with "Melanie Beretti."

The sixth paragraph providing the addresses for notice shall be amended as follows:

Notices required to be given to the State in writing by the Grantee under this Agreement shall be sent to:

Andrew Isner, c/o Cheryl Bates
California Department of Water Resources
3310 El Camino Avenue, Suite 145
Sacramento, CA 95821

Notices required to be given to the Grantee in writing by the State under this Agreement shall be sent to:

Carl P. Holm, Director
Monterey County Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

4. EXHIBIT C, III, Task 4, Subtask 4.1 Is amended as follows:

Subtask 4.1 Preparation and Review of CEQA/NEPA Document

An environmental review in accordance with CEQA and NEPA will be prepared. The County of Monterey will function as Lead agency for the CEQA document and the

EXHIBIT B-1 – AMENDMENT NO. 1 TO SAP CONTRACT NO. 4600010665

SAP Contract No. 4600010665

United State Fish and Wildlife Service, in cooperation with Caltrans will coordinate the NEPA document.

- Deliverable: Final EIR.

5. EXHIBIT C, IV. SCHEDULE Is amended as follows:

Exhibit C, IV. Schedule is replaced in its entirety with the Exhibit C, IV. Schedule Attached. End date for the project has been changed to December 31, 2022.

6. IN WITNESS HEREOF Is amended as follows:

Replace "Benny Young" with "Carl P. Holm"
Replace "Cynthia L. Hasson" with "Wendy S. Strimling"
Replace "Keith Swanson" with "Jon Ericson"

All other terms and conditions of the Agreement, as amended, remain unchanged.

EXHIBIT B-1 - AMENDMENT NO. 1 TO SAP CONTRACT NO. 4600010665

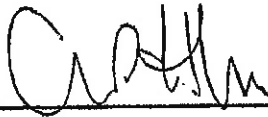
SAP Contract No. 4600010665

IN WITNESS HEREOF, the following authorized representatives have executed this Amendment as of the date of the final signature below.

**GRANTEE
MONTEREY COUNTY**

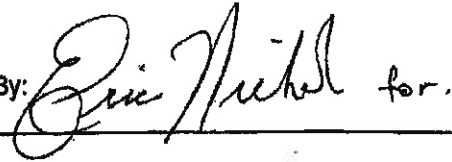
**STATE OF CALIFORNIA, DEPARTMENT
OF WATER RESOURCES**

By:



Carl P. Holm, Director Resource Management Agency

By:



Jon Ericson, Chief, Division of Flood Management

Date:

6/5/2018

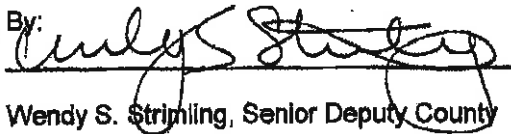
Date:

06/18/2018

Approved as to Legal Form and Sufficiency

Approved as to Legal Form and Sufficiency

By:



Wendy S. Strimling, Senior Deputy County Counsel

By:



Robin E. Brewer, Assistant Chief Counsel

Date:

6/5/18

Date:

6.14.18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2019

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 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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Jo Lusk	
	PHONE (A/C, No, Ext): 510-465-3090	FAX (A/C, No): 510-462-2193
E-MAIL ADDRESS: Certificates@dealeyrenton.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Company of America		25674
INSURER B: NAVIGATORS INSURANCE COMPANY		42307
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES	CERTIFICATE NUMBER: 964604402	REVISION NUMBER:
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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	ADL	SUBR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6806H441757	11/1/2019	11/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3E068334	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP8D068578	11/1/2019	11/1/2020	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB7J637983	11/1/2019	11/1/2020	<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			CM19DPL054051V	11/1/2019	11/1/2020	\$1,000,000 \$3,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Monterey, its agents, officers and employees are named as an additional insured as respects general liability and auto liability as required per written contract or agreement. General/auto Liability is Primary/Non-Contributory per attached endorsements.

CERTIFICATE HOLDER	CANCELLATION 30 Day Notice of Cancellation
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County of Monterey 1441 Schilling Place, South 2nd 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 
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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

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(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", "personal injury" or "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, or "personal injury" or "advertising injury" arising out of an offense committed, 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):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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.

**OTHER INSURANCE – ADDITIONAL INSUREDS –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

However, if you specifically agree in a written contract or agreement that the insurance afforded 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:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

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

POLICY NUMBER: 6806H441757

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:

Any person or organization that you agree in a written contract

(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 hazards." This waiver applies only to the person or organization shown in the Schedule above.

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 this 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.

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

<p>Named Insured: Whitson and Associates, Inc.</p> <p>Endorsement Effective Date: 11/1/2019</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): County of Monterey, its agents, officers and employees</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

**COUNTY OF MONTEREY, ITS AGENTS, OFFICERS
AND EMPLOYEES**

**COUNTY OF MONTEREY
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS CA 93901**

PROVISIONS

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

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations 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 designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph 5., **Other Insurance**, in B., **General Conditions**, 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 the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated 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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB7J637993

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

County of Monterey
1441 Schilling Place, South 2nd Floor
Salinas CA 93901

Job Description

County of Monterey, its agents, officers and employees

DATE OF ISSUE: 11/14/2019

ST ASSIGN: CA

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