

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

**Agreement No: A - 10864**

- a. Approve Amendment No. 1 to Professional Services Agreement No. A-10864 with Wood Rodgers, Inc., to provide additional services associated with Phase 1 - Project Report and Environmental Documentation and Phase 2 - Plans, Specifications and Engineer's Estimate for State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Project No. 09-869065, in the amount of \$24,545 for a total amount not to exceed \$455,935 and extend the term through October 31, 2010; and )
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 1 to Professional Services Agreement No. A-10864 and future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original Agreement amount and do not significantly alter the scope of work. )

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

- a. Approved Amendment No. 1 to Professional Services Agreement No. A-10864 with Wood Rodgers, Inc., to provide additional services associated with Phase 1 - Project Report and Environmental Documentation and Phase 2 - Plans, Specifications and Engineer's Estimate for State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road, Project No. 09-869065, in the amount of \$24,545 for a total amount not to exceed \$455,935 and extend the term through October 31, 2010; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 1 to Professional Services Agreement No. A-10864 and future amendments to this Agreement where the amendments do not exceed ten percent (10%) of the original Agreement amount and do not significantly alter the scope of work.

PASSED AND ADOPTED this 21<sup>st</sup> day of October, 2008, by the following vote, to wit:

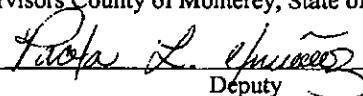
AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter  
NOES: None  
ABSENT: None

I, Nicholas E. Chiulos, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on October 21, 2008.

Dated: October 24, 2008

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

By

  
Deputy

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and WOOD RODGERS, INC. (hereinafter, "CONTRACTOR") which was executed by the County on May 10, 2007 (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, the County and the CONTRACTOR wish to amend the Agreement to extend the term to October 31, 2010 to provide additional services for Phase 1 - Project Report and Environmental Documentation and Phase 2 - Plans, Specifications, and Engineer's Estimate to obtain Caltrans approval for State Highway 1 Climbing Lane between Carmel Valley Road and Rio Road.

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

1. 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 and Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is amended to increase the total amount payable to CONTRACTOR by \$24,545, for a total not to exceed the sum of \$455,934.64.

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

The term of this Agreement is from April 15, 2007 to October 31, 2010, unless sooner terminated pursuant to the terms of this Agreement.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 11-7-08

**CONTRACTOR**

Wood Rodgers, Inc.  
3301 C Street, Building 100-B  
Sacramento, CA 95816

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)

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

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

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

Approved as to Form: County Counsel  
By: [Signature]  
Assistant County Counsel

Date: 5/24/08

Approved as to Fiscal Provisions, Auditor-Controller

By: [Signature]  
Date: 9-26-08

**RISK MANAGEMENT**

Approved as to Indemnity and Insurance Provisions,  
Risk Management

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: \_\_\_\_\_  
Date: By: [Signature]  
Date: 9-30-08

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR**

Wood Rodgers, Inc.  
3301 C Street, Building 100-B  
Sacramento, CA 95816

By: \_\_\_\_\_  
Contracts/Purchasing Officer

By: Steve Bell

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

Its: VICE PRESIDENT  
(Signature of Chair, President, or Vice-President)

Date: 9/24/08

By: [Signature]

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

Date: 9/25/08

Approved as to Form: County Counsel  
By: [Signature]  
Assistant County Counsel

Date: 9/24/08

Approved as to Fiscal Provisions, Auditor-Controller

By: \_\_\_\_\_

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

Approved as to Indemnity and Insurance Provisions,  
Risk Management

By: \_\_\_\_\_

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



WOOD RODGERS

September 8, 2008

Monterey County  
 Department of Public Works  
 Attn: Mr. Arturo Adlawan  
 168 West Alisal Street, 2<sup>nd</sup> Floor  
 Salinas, California 93901

**Re: Request for Augmentation to Professional Engineering Services Agreement for  
 Phase 1 - Project Report and Environmental Documentation and  
 Phase 2 - Plans, Specifications, and Engineer's Estimate for State Highway 1 Climbing  
 Lane between Carmel Valley Road and Rio Road, County Project No. 09-869065**

Dear Mr. Adlawan:

This letter is to request an augmentation to our consultant services agreement to compensate Wood Rodgers for additional services associated with the preparation of the Project Report (PR), Environmental Document (ED) and Plans, Specifications and Engineer's Estimate (PS&E) for the State Route 1 Climbing Lane from Rio Road to Carmel Valley Road.

**Reformat Environmental Document:** LSA Associates prepared the Initial Study/Mitigated Negative Declaration (IS/MND) for this project using the abbreviated "Appendix G" format for such documents, as directed by the Caltrans District 5 Environmental Generalist assigned to oversee this project. The IS/MND was reviewed by Caltrans environmental staff in District 5, and LSA made revisions as a result. However, Caltrans advised LSA Associates in late August that the Caltrans QA/QC Branch was requiring that the Initial Study/Mitigated Negative Declaration for this project be re-formatted using the standard Caltrans Template, rather than the shorter "Appendix G" format. It appears that this change in direction is the result of a difference in interpretation of guidelines between Caltrans environmental staff members. Caltrans has also advised that a different Environmental Generalist has been assigned to this project. It is anticipated that additional cycle(s) of review and revision will be required with the re-formatted IS/MND.

The level of effort associated with this change is estimated as:

Task	LSA Labor Classifications					Total Hours by Task	Direct Costs	Total Costs by Task
	Principal	Associate	PM/Analyst	Graphics/GIS	WP/Prod			
Reformat IS-MND	4	1	22	3	6	36		\$3,710
Caltrans Review 1 and 2	2	1	8	1	3	15		\$1,595
Caltrans QA/QC Branch Review	1		8		3	12		\$1,170
Mailing & Reproduction							\$450	\$450
<b>TOTAL HOURS &amp; COST</b>	<b>7</b>	<b>2</b>	<b>38</b>	<b>4</b>	<b>12</b>	<b>63</b>	<b>\$450</b>	<b>\$6,925</b>
<i>Billing Rates</i>	<i>\$185</i>	<i>\$145</i>	<i>\$95</i>	<i>\$95</i>	<i>\$75</i>			

It is anticipated that LSA Associates will need up to \$6,925 in additional budget authority will be required to reformat the IS/MND, make additional submittals and respond to review comments, and obtain Caltrans approval of the environmental documentation.

# EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Mr. Arturo Adlawan  
September 8, 2008

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**Coastal Development Permit:** The project site is located on the edge of the Coastal Zone. The original project scope and budget assumed that a Coastal Development Permit (CDP) would not be required. However, it has been determined that a portion of the project will be located within the Coastal Zone under Monterey County's certified Carmel Local Coastal Program (LCP). Therefore, the project falls under the land use planning and regulatory jurisdiction of the County. A CDP will need to be approved by Monterey County before the start of construction.

LSA, with Wood Rodgers assistance, will prepare a CDP application, including the project description and project information, vicinity map, the parcel/radius notification map, the mailing list and stamped envelopes to property owners and occupants within 100 feet of the site. LSA will prepare the required notice for the County and request that the County post the site as required. LSA will also prepare a cover letter for County signature regarding the consistency of the proposed project with the intent of the Coastal Act. LSA does not anticipate that meetings with County staff will be required prior to submitting the CDP application. We assume that the CDP application preparation, and County approval can be accomplished without controversy or meetings.

The proposed scope and budget includes one set of revisions to the CDP application based on the receipt of a single consolidated set of comments on the initial submittal of the CDP application. It does not include meetings with the County or the California Coastal Commission, nor does it include more than one revision to the CDP application after County staff has reviewed the initial submittal of the CDP application.

The level of effort associated with this change is estimated as:

Task	LSA Labor Classifications					Total Hours by Task	Direct Costs	Total Costs by Task
	Principal	Associate	PM/ Analyst	Graphics/ GIS	WP/ Prod			
CDP Initiation / Management (meetings)	5		10			15		\$1,875
Draft CDP Application	5	4	44	2	6	61		\$6,325
Final CDP Application	2		10		2	14		\$1,470
Mailing List & Reproduction							\$1,350	\$1,350
<b>TOTAL HOURS &amp; COST</b>	<b>12</b>	<b>4</b>	<b>64</b>	<b>2</b>	<b>8</b>	<b>90</b>	<b>\$1,350</b>	<b>\$11,020</b>
<i>Billing Rates</i>	<i>\$185</i>	<i>\$145</i>	<i>\$95</i>	<i>\$95</i>	<i>\$75</i>			

The budget estimate for the preparation and filing of the CDP application is **\$11,020**.

**Additional Project Management and Support Services:** Wood Rodgers commenced work on this project in June of 2007 with the understanding that the PA&ED phase our work would be completed and the PS&E phase would begin by June of 2008. The project schedule has slipped because public agencies have taken much longer than anticipated to review and concur with the concept of the project and approve the environmental documentation. It has also been necessary to coordinate with the adjacent Carmel Hills Trail project in the same area. It appears that the project schedule has slipped about six months as a result. This unanticipated delay and the associated additional services noted above has and will require additional time and effort by Wood Rodgers for coordination, monitoring and directing work activities, and preparing monthly progress reports and invoices during the PR development process.

# EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Mr. Arturo Adlawan  
September 8, 2008

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The level of effort associated with this change is estimated as:

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	8	\$185.00	\$1,480.00
Engineer III	32	\$125.00	\$4,000.00
Administrative Assistant	16	\$70.00	\$1,120.00
		Subtotal	\$6,600.00

## RECAP OF TOTALS

Reformat Environmental Document:	\$ 6,925
Coastal Development Permit:	\$11,020
Additional Project Management and Support Services:	<u>\$ 6,600</u>
<b>TOTAL ADDITIONAL BUDGET</b>	<b>\$24,545</b>

Wood Rodgers views the above changes as an increase in its scope of work and requests authorization for additional budget in the amount of **\$24,545.00**, changing the not-to-exceed contract amount from \$431,389.64 to a new total of \$455,934.64. We are looking forward to successful completion of this much-needed project and recommend your authorization.

We also recommend that the term of the Professional Services Agreement be extended to October 31, 2010 to provide the additional time that will be required to complete design support during the construction of the project.

If you require additional information regarding this request, please do not hesitate to contact me at 916-440-9519.

Sincerely,

**WOOD RODGERS, INC.**



Ali A. Hemmati, P.E.  
Principal/Project Manager

cc: Keith Hallsten, Project Engineer, Wood Rodgers  
Linda Lomele, Controller, Wood Rodgers

8091.005, 052





POLICY NUMBER: 6805350L903

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 9/24/2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

### SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

The County of Monterey, its agents, officers and employees

PROJECT/LOCATION OF COVERED OPERATIONS: All Operations of the Named Insured

### PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
  - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):  
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

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 the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: BA5367L055

BUSINESS AUTOMOBILE LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## DESIGNATED INSURED ENDORSEMENT (CA 20 48)

Name of Person(s) or Organization(s)

County of Monterey  
Resource Management Agency  
Attn: Dalia M. Mariscal  
168 West Alisal Street, 2nd Floor  
Salinas, CA 93901

### BUSINESS AUTO COVERAGE

Each person or organization indicated above 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.

Schedule continued: The County of Monterey, its agents, officers and employees

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed

for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, 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.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to



apply as excess insurance over this Coverage Form.

**SECTION V - DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

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

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are ac-

cepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

## H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

"Leased worker" does not include a "temporary worker".

- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury" or "property damage"; or
  - 2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
  - P. "Trailer" includes semitrailer.

# COUNTY OF MONTEREY

## PURCHASE ORDER

PURCHASE ORDER NUMBER  
K340490127

PARTIAL BILLING # \_\_\_\_\_  
 FINAL BILLING

"x" indicates confirming order - do not duplicate

VENDOR: WOOD RUBBERS INC  
 3301 D STREET BLDG 100-B  
 SACRAMENTO CA 95816

MONTEREY COUNTY GOVERNMENT OFFICE  
 FLOOR 10 WORKS  
 150 W. PALM ST. 2ND FLOOR  
 SHELTON, CA 95071

VENDOR #: W10 R00 LN 1  
 BUYER: PURCHASING AGENT

DELIVERY REQUIRED BY: 09 29 08  
 F.O.B. DESTINATION

TERMS: NET 30 DAYS (PSA COPY)  
 REF. #:

Date: 11 05 08 Page: 01

Recd 11.17.08 from Elizabeth

CC: Master Long  
 BOS Long  
 Arturo A (Electronic)  
 Steve L (Electronic)

I hereby certify that the goods and services listed below have been received as noted hereon.

Department Head or Authorized Employee \_\_\_\_\_ DATE \_\_\_\_\_  
 Invoice # \_\_\_\_\_

ENCL. NO.	FUND	BUDGET UNIT	CHARGE ORGANIZATION	INVOICE ACCOUNT	POST CODE	AMOUNT ORDERED	FILL IN AMOUNT RECEIVED
W1	002	3000	3000	5459		232,916.31	

### DESCRIPTION

RECEIVED  
 NOV 14 2008  
 RMA FINANCE

\*\*\*\*\*CHARGE LINE RMA\*\*\*\*\*

UNIT PRICE	AMOUNT RECEIVED
232,916.31	232,916.31

PER BOARD OF SUPERVISORS APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. A-1064 WITH WOOD RUBBERS, INC. TO PROVIDE PHASE 1 PROJECT REPORT AND ENVIRONMENTAL DOCUMENTATION AND PHASE 2 PLANS, SPECIFICATIONS, AND ENGINEERING SERVICES AS DESCRIBED IN EXHIBIT A TO OBTAIN CALTRANS APPROVAL FOR STATE HIGHWAY 1 CLIMBING LANE BETWEEN CARMEL VALLEY ROAD AND RED ROAD.

ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. TERM OF THE AGREEMENT IS 6/1/07 TO 6/30/10 UNLESS SOONER TERMINATED PURSUANT TO THE AGREEMENT.

THIS PURCHASE ORDER IS OBTAINED UNDER EXAMINATION OR DELETION OF FUNDS AGAINST PARKING ORDER NO. 107510 UNLESS SOONER THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$232,916.31

I HEREBY CERTIFY THAT THE COMPUTATIONS ON THIS DOCUMENT AND THE ATTACHED INVOICES ARE CORRECT.

BY DEPUTY AUDITOR \_\_\_\_\_

BY AUTHORIZED PURCHASING AGENT \_\_\_\_\_

TOTAL TO PAY