

AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and SEA PAC ENGINEERING INC, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY AND CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which Contractor will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related work. County has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. Contractor will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of Work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to Contractor at a Joint Scope Meeting. County will provide a Request for Job Order Proposal and Detailed SOW to Contractor. Contractor will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. County will review Contractor's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☒ **PROJECT NO. JOC, BID NO. FACILITIES 2016-01.**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES 2016-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES 2016-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by County and shall end either one year from the date signed by county or upon the payment by County to Contractor of the maximum amount payable under this Agreement, whichever occurs earlier. County will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order.

In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, Contractor and County agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

Contractor shall perform all work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. County shall pay Contractor the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

<u>ADJUSTMENT FACTORS</u>		
ITEM	DESCRIPTION	ADJUSTMENT FACTORS
1.	Normal Working Hours–General Facilities 7 a.m. to 5 p.m. Monday through Friday	1.0696
2.	Other than Normal Working Hours–General Facilities Hours outside of Normal Working Hours including all day Saturday, Sunday, and County Holidays	1.0697
3.	Normal Working Hours – Detention Facilities 7 a.m. to 5 p.m. Monday through Friday	1.0698
4.	Other than Normal Working Hours–Detention Facilities Hours outside of Normal Working Hours including all day Saturday, Sunday, and County Holidays	1.0699

The Minimum Contract Value is \$25,000. Contractor will receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$4,659,196 for the **JOC FACILITIES** ☒ **2016-01** or ☐ **2016-02** or ☐ **2016-03**. County does not guarantee Contractor will receive this volume of Work. County may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will Contractor be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until County has accepted the Work described in the Job Order by recordation of a Notice of Completion. Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value.

ARTICLE 4. LIQUIDATED DAMAGES

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, County and Contractor agree that liquidated damages for delay will be established by County for each Job Order. Contractor shall pay County the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for contractor to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below,

shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES 2016-01, FACILITIES 2016-02, FACILITIES 2016-03**
- Project Specifications 2016
- Construction Task Catalog[®] 2016
- Technical Specifications 2016
- As issued, Addenda Nos:

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

COUNTY OF MONTEREY

By: 
Name: Benny J. Young

Title: Interim RMA Deputy Director of Public Works & Facilities

Date: 11/7/14

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: _____

Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: _____

APPROVED AS TO FORM & LEGALITY

OFFICE OF THE COUNTY COUNSEL

By: 

Mary Grace Perry, Deputy County Counsel

Date: 11-3-2016

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By: 

Name: Gary Giboney

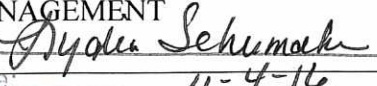
Title: Chief Deputy Auditor-Controller

Date: 11-4-16

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS

RISK MANAGEMENT

By: 
Date: 11-4-16

Name: Steven F. Mauck

SEA PAC ENGINEERING INC

By: 

Name: John Lee

(Type/Print Name of Signatory)

Title: President

Date: 10/10/2016

& By: 

Name: John Lee

(Type/Print Name of Signatory)

Title: Secretary

Date: 10/10/2016

SEA PAC ENGINEERING INC

3325 WILSHIRE BLVD., SUITE 305

LOS ANGELES, CA 90010-1719

Contractor's License Type: A,B,C10,C20,C36,C51

License Number: 674701

License Expiration Date: 12/31/2017

NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD/P O BOX 26000/ SACRAMENTO CA 95826

INSTRUCTIONS: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of two (2) officers authorized to sign per California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of its Managing Members; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and, if bidder is an individual, his/her signature shall be placed above.

Title: Risk Manager

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Discovery Insurance Services Inc 505 Shatto Place #201 Los Angeles, CA 90020 Phone: (213) 252-3111 Fax: (213) 252-2059	CONTACT NAME: PAUL LIM PHONE (A/C, No, Ext): (213)252-3111 E-MAIL ADDRESS: info@discoveryins.com FAX (A/C, No): (213)252-2059																					
INSURED SEA PAC ENGINEERING INC 3325 WILSHIRE BL #305 Los Angeles CA 90010-	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>MT HAWLEY INSURANCE CO</td><td>37974</td></tr><tr><td>INSURER B:</td><td>MT HAWLEY INSURANCE CO</td><td>37974</td></tr><tr><td>INSURER C:</td><td>MT HAWLEY INSURANCE CO</td><td>37974</td></tr><tr><td>INSURER D:</td><td>MERCURY INSURANCE CO</td><td>11908</td></tr><tr><td>INSURER E:</td><td>CYPRESS INSURANCE CO</td><td>10855</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	MT HAWLEY INSURANCE CO	37974	INSURER B:	MT HAWLEY INSURANCE CO	37974	INSURER C:	MT HAWLEY INSURANCE CO	37974	INSURER D:	MERCURY INSURANCE CO	11908	INSURER E:	CYPRESS INSURANCE CO	10855	INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary Non-contributory <input checked="" type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	MGL0183711	04/28/2016	04/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> PRIMARY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	x	X	BA040000021249	03/27/2016	03/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	MXL0420655	04/28/2016	04/28/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
E	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	SEWC709214	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
C	<input checked="" type="checkbox"/> POLLUTION	X	X	EPL004195	06/22/2016	06/22/2017	POLLUTION LIA 2,000,000

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

The County of Monterey, its officers, agents, and employees are named as Additional Insured.
Contract# JOC BID NO. FACILITIES 2016-01

CERTIFICATE HOLDER

CANCELLATION

Monterey County RMA-Dept Of Public Works ATTN: FLORENCE KABWASA-GREEN 168 W. Alisal St., FL 2 Salinas, CA 93901-2438	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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

The County of Monterey, its agents, officers and employees are named as Additional Insured where required by written contract or agreement.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person or Organization:

All persons or organizations where required by written contract.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

Cypress Insurance Company

PO Box 881236, San Francisco, CA 94188 Phone: (888) 495-8949 Fax: (866) 228-4613

R-T Workers' Comp Specialty
a division of International Facilities Insurance Services, Inc
500 S. Grand Avenue, Suite 2100
Los Angeles, CA 90071

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

SEA PAC ENGINEERING, INC.
3325 WILSHIRE BLVD., #305
LOS ANGELES, CA 90010

The following documents provide details for the following endorsement:

Subro Waiver Endorsement (Blanket)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Schedule**Person or Organization****Job Description**

ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS
ISSUED

ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2016

Policy No. SEWC709214

Endorsement No. 1

Insured SEA PAC ENGINEERING, INC.

Premium \$

Insurance Company

Countersigned by _____

Cypress Insurance Company

POLICY NUMBER: BA040000021249

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER 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.

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

Endorsement Effective: 10/19/2016	Countersigned By: (Authorized Representative)
Named Insured: SEA PAC ENGINEERING INC	

SCHEDULE

Name of Person(s) or Organization(s): The County of Monterey, its agents, officers and employees
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule 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.

California Automobile Insurance Company
P.O. Box 10730
Santa Ana, CA 92711-0730
Customer Service: (800) 503-3724



BUSINESS AUTO POLICY
ADDITIONAL INSURED Amended Declarations
Effective Date: 10/19/2016

NAMED INSURED: SEA PAC ENGINEERING INC 3325 Wilshire Blvd Ste 305 Los Angeles, CA 90010-1719	AGENT: DISCOVERY INSURANCE SVCS 505 SHATTO PLACE STE 201 LOS ANGELES, CA 90020 (213) 252-3111
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SCHEDULE	
Insurance Company:	California Automobile Insurance Company
Policy Number:	BA040000021249
Policy Period:	From: 03/27/2016 to 03/27/2017 at 12:01 AM Standard Time at your mailing address
Additional Insured:	The County of Monterey, its agents, officers and employees
Address:	168 W. Alisas St., Fl 2, Salina CA 92901
Endorsements Attached: CA 20 48 02 99 - Designated Insured	

AUTOMOBILE LIABILITY PROVIDED	
Covered Autos:	Symbol 7 - Specifically Described "Autos", Symbol 8 - Hired "Autos" Only
Limits of Insurance:	\$1,000,000 CSL

Policy Number : BA040000021249

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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