



Monterey County Board of Supervisors

Board Order

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

www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15327 ; Amendment No.: 2

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-15327, Multi-Year Agreement #3200*5732, with Wallace Group, a California Corporation to continue to provide on-call engineering reports to determine annual maintenance requirements and capital improvement needs for selected County Service Areas (CSAs) and on-call engineering services for a variety of infrastructure upgrade and repair projects for the CSAs and County Sanitation Districts (CSDs), Request for Proposals #10782, to increase the not to exceed amount by \$1,000,000 for a total amount not to exceed \$2,000,000 and to extend the expiration date for 1 additional year through May 31, 2025, for a revised term from June 1, 2021 to May 31, 2025, with the option to extend the term for up to 1 additional year; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Professional Services Agreement No. A-15327 and future amendments to the Agreement where the amendments do not significantly alter the scope of work as determined by the Director of Public Works, Facilities and Parks or the Director's designee, or increase the approved Agreement amount and subject to approval as to form by the Office of the County Counsel.

PASSED AND ADOPTED on this 2nd day of May 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, 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 82 for the meeting May 2, 2023.

Dated: May 5, 2023
File ID: A 23-136
Agenda Item No.: 29

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Emmanuel H. Santos, Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WALLACE GROUP, A CALIFORNIA CORPORATION**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-15327 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wallace Group, a California Corporation (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-15327 with County on June 23, 2021 (hereinafter, "Agreement") to provide engineering reports to determine annual maintenance requirements and capital improvement needs for selected County Service Areas (CSA) and on-call engineering services for variety of infrastructure upgrade and repair projects for the CSAs and County Sanitation Districts (CSDs) (hereinafter, "services") through May 31, 202, with the option to extend the Agreement for up to two (2) additional years, for an amount not to exceed \$500,000; and

WHEREAS, Agreement was amended by the Parties on October 25, 2022 (hereinafter, "Amendment No. 1") to update provisions and to increase the amount by \$500,000 which resulted in a total not to exceed amount of \$1,000,000 with no term extension; and

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

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to May 31, 2025 and increase the amount by \$1,000,000 for a total amount not to exceed \$2,000,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the second sentence of Section 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$2,000,000.

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

The term of this Agreement is from June 1, 2021 to May 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY**CONTRACTOR****Debra R. Wilson, Contracts/Purchasing Officer**

By:

Angelica Ruelas

4DFC1176E799451...

Its:

Angelica Ruelas, MA II, Deputy Purchasing Agent

(Print Name and Title)

Date:

5/8/2023 | 9:34 AM PDT

Approved as to Form**Office of the County Counsel****Leslie J. Girard, County Counsel**

By:

Mary Grace Perry

A1033B26E717442...

Mary Grace Perry
Deputy County Counsel

Date:

4/6/2023 | 4:00 PM PDT

Approved as to Fiscal Provisions**Rupa Shah, Auditor/Controller**

By:

Ma Mon

2617DD077D65495...

Its:

Chief Deputy Auditor-Controller

(Print Name and Title)

Date:

4/7/2023 | 8:16 AM PDT

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

By:

Its:

(Print Name and 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.

Wallace Group, a California Corporation

Contractor's Business Name

By:

Bradford R. Brechwald

C9704DF788DB47D...

(Signature of Chair, President or Vice President)

Its:

Bradford R. Brechwald, President/CEO

(Print Name and Title)

By:

Tom Zehnder

50D3683D90EC48F...

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

Its:

Thomas K. Zehnder, CFO

(Print Name and Title)

Date:

4/5/2023 | 9:58 AM PDT 4/6/2023 | 12:13 PM PDT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2023

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: The Certificate Team PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
INSURED Wallace Group, a California Corporation (805) 544-4011 612 Clarion Court San Luis Obispo CA 93401	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty and Surety Co of America	31194	INSURER B: Continental Casualty Company	20443	INSURER C: Valley Forge Insurance Company	20508	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

 License#: 6003745
 WALLGRO-03

COVERAGES

CERTIFICATE NUMBER: 2049024190

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6021030748	4/10/2023	6/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	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	6045373971	4/10/2023	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6021030765	4/10/2023	6/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			106808281	10/19/2022	10/19/2023	Per Claim \$2,000,000 Aggregate Limit \$4,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability.
 WG Job #1154 Project Name: RFP #10782, Engineering Services for County Services Areas (CSAs) & County Sanitation Districts (CSDs) for County of Monterey Public Works, Facilities, & Parks -- The County of Monterey, its officers, agents and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement. General and Auto Liability are Primary/Non-Contributory per policy form wording.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

 County of Monterey
 1441 Schilling Place
 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.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** 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.

All other terms and conditions of the Policy remain unchanged.



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. **"Bodily injury"** or **"property damage"**; or
 - b. Offense that caused the **"personal and advertising injury"**;
 for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
 in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. **"Your work"** that is specified in the written contract or written agreement, but only for **"bodily injury"** or **"property damage"** included in the **"products-completed operations hazard,"** and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to **"bodily injury," "property damage"** or **"personal and advertising injury"** arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under Businessowners Liability Conditions, the condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs 1. through 4. above;

- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:

- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement 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 within the **"products-completed operations hazard."**

All other terms and conditions of the Policy remain unchanged.

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**ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
<p>"Any person or organization, but only if you are required by "written contract" to make that person or organization an additional insured under this policy."</p>

1. Paragraph **A.1. Who Is An Insured** of Section **II – LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.

2. The insurance provided to the additional insured is limited as follows:

- The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
- The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
- We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:

(1) Required by the "written contract"; or

(2) Afforded to you under this policy.

3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV – BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."

4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

- Is currently in effect or becomes effective during the term of this policy; and
- Was executed prior to the accident for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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**Business Auto Policy
Policy Endorsement**
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Named Insured: Wallace Group, a California Corporation

Endorsement Effective Date: 04/10/2023

SCHEDULE
Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN

CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT

REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Policy No: 6045373971

Policy Effective Date:

04/10/2023