AMENDMENT NO. 2 TO STANDARD AGREEMENT BETWEEN COUNTY OF MONTEREY AND BENDER ROSENTHAL, INC.

THIS AMENDMENT NO. 2 to Standard Agreement No. A-13796 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Bender Rosenthal, Inc. (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 Standard Agreement No. A-13796 with County on December 6, 2017 (hereinafter, "Agreement") to provide on-call real estate appraisal and acquisition services under Request for Qualifications (RFQ) #1702 (hereinafter, "services") through December 5, 2020 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$300,000; and

WHEREAS, the Agreement was amended by the Parties on October 14, 2020 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through December 5, 2021 and to increase the amount by \$100,000, which resulted in a total not to exceed amount of \$400,000; and

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

WHEREAS, additional time is 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 December 5, 2022 with no associated dollar amount increase 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 first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from December 5, 2017 to December 5, 2022, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend the second paragraph of B.2, Contractor's Billing Procedures, in Exhibit A – Scope of Services/Payment Provisions of the Agreement to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200*3533), Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

Page 1 of 3

County of Monterey Department of Public Works, Facilities, & Parks (PWFP) – Finance Division 1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP – Finance Division at (831) 755-4800 or via email to: <u>PWFP-Finance-AP@co.monterey.ca.us</u>.

- 3. In all places within the Agreement, any reference to Resource Management Agency or Resource Management Agency Public Works and Facilities is hereby replaced with Department of Public Works, Facilities, & Parks.
- 4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 5. 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.
- 6. 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.

COUN	TY OF MONTEREY DocuSigned by:	CONTRACTOR*
By:	All Mile TB741937AA0B41B Contracts/Purchasing Officer	Bender Rosenthal, Inc. Contractor's Business Name
Date:	9/15/2021 3:02 PM PDT	By: (Signature of Charle, President or Vice President)
	ved as to Form	Its: Renee Baur, Executive Vice President (Print Name and Title)
	of the County Council	(Print Name and Title)
	J. Girard, County Counsel Docusigned by: Mary Grace Perry	Date: 9/14/2021 12:23 PM PDT
By:	A1933B26E717442 Mary Grace Perry Deputy County Counsel	By: David B. Wraa
Date:	9/14/2021 1:53 PM PDT	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Approv	ved as to Fiscal Provisions Bocusigned by: Gary Giboney	Its: David B. Wraa, President/Treasurer (Print Name and Title) Date: 9/14/2021 1:18 PM PDT
Date:	9/14/2021 1:57 PM PDT	
Office	ved as to Indemnity and Insurance Provisions of the County Counsel J. Girard, County Counsel	
By:	Danielle P. Mancuso	
	Risk Manager	
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.

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BENDROS-01

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DFRASER

7/25/2021

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 License # 0B01094	CONTACT NAME:				
InterWest Insurance Services, LLC 5 Sierra Gate Plaza	PHONE (A/C, No, Ext): (916) 784-1008	FAX (A/C, No): (916) 784-8116			
Roseville, CA 95678	E-MAIL ADDRESS:				
	INSURER(S) AFFORDING COVE	RAGE NAIC#			
	INSURER A: Valley Forge Insurance Co	20508			
INSURED	INSURER B: American Cas Co of Reading	ng PA 20427			
Bender Rosenthal Inc	INSURER C: Continental Insurance Con	npany 35289			
2825 Watt Avenue, Suite 200	INSURER D: Houston Casualty Compan	y 42374			
Sacramento, CA 95821	INSURER E :				
	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			ADDL		LIMITS SHOWN MAY HAVE BEEN	POLICY EFF	POLICY EXP			
LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
Α	X	COMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х	х	7014996529	6/1/2021	6/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	15,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	Х	Х	7014996532	6/1/2021	6/1/2022	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
С	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE			7014996563	6/1/2021	6/1/2022	AGGREGATE	\$	
		DED X RETENTION \$ 0							\$	
Α	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE				7014996546	6/1/2021	6/1/2022	X PER OTH-ER		
			N/A	X				E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Pro	fessional Liab			H720-116614	11/30/2020	11/30/2021	EACH OCCURRENCE		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) BRI 17-226

30 Days notice of cancellation

Professional Liability Aggregate Limit \$4,000,000

SIR \$15,000

Retro Date 11/30/99

Job: On - Call Real Estate Appraisal and Acquisition Services

County of Monterey, its agents, officers, and employees are included as additional insured per attached as required per written contract.

CERTIFICATE HOLDER	CANCELLATION			
County of Monterey Contracts/Purchasing Department 1488 Schillings Place	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Salinas, CA 93901	AUTHORIZED REPRESENTATIVE			
	Lonew M. Kaser			

ACORD 25 (2016/03)

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General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- **I.** For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all damages under Coverage A, except damages because of bodily injury or property damage included in the products-completed operations hazard; and
 - B. all medical expenses under Coverage C;

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.

- II. All:
 - A. damages under Coverage B, regardless of the number of locations or projects involved;
 - **B.** damages under Coverage A, caused by occurrences which cannot be attributed solely to ongoing operations at a single project, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - **C.** medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,

will reduce the General Aggregate Limit shown in the Declarations.

- **III.** The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of LIMITS OF INSURANCE not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75061XX (1-15)

Page 1 of 1

Insured Name: BENDER ROSENTHAL INC

Policy No: **7014996529**Endorsement No:

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising 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 subject to such written contract; or
 - **B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the written contract requires you to provide the additional insured such coverage; and
 - 2. this coverage part provides such coverage.
- **II.** But if the written contract requires:
 - **A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - **C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an Insured any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- **III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - **B.** a higher limit of insurance than required by the written contract.
- **IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
 - **A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - **B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

CNA75079XX (10-16)

Page 1 of 2

Policy No: 7014996529 Endorsement No:

Effective Date: June 1, 2021





CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence**, **Offense**, **Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **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 on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Policy No: 7014996529 Endorsement No:

Effective Date: June 1, 2021

Insured Name: BENDER ROSENTHAL INC



Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

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

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- **b.** the **Named Insured** has 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.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74987XX (1-15)Page 1 of 1

Company:

Insured Name: BENDER ROSENTHAL INC

Policy No: 7014996529 Endorsement No: Effective Date: June 1, 2021

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

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:				
Any person or organization with whom you have agreed in writing				
in a contract or agreement to waive any right of recovery				
against such person or organization, but only if the contract				
or agreement:				
Is in effect or becomes effective during the term				
of this policy; and				
2. Was executed prior to loss.				

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

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75008XX (10-16) Page 1 of 1

Insured Name: BENDER ROSENTHAL INC

Policy No: 7<mark>014996529</mark>

Endorsement No:

Effective Date: June 1, 2021





EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured**:

- 1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability policy providing auto coverage.
- 2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- **b.** Does not apply to:
 - (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an insured under any other liability policy providing auto coverage.
- 3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
- 4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

- 1. Which are no longer in force; or
- 2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

- 1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
- 2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011) **Endorsement Effective Date:**

Endorsement Expiration Date:

Policy Effective Date: 06/01/2021 Policy Page: 69 of 77

Policy No: BUA 7014996532

Endorsement No: 19; Page: 1 of 5

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606



Policy Endorsement

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to **SECTION III**, **Paragraph A.3**.:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to SECTION III, Paragraph A.4.

- c. We will pay up to \$500 for loss to Personal Property which is:
 - (1) Owned by an insured; and
 - (2) In or on the covered auto.

This coverage applies only in the event of a total theft of your covered auto.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III**, **Paragraph A.4**.:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.
 - 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered auto; or,
 - (b) 15 days.
 - 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.

Form No: SCA 23 500 D (10-2011) Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 7014996532 Policy Effective Date: 06/01/2021

Policy Page: 70 of 77

Endorsement No: 19; Page: 2 of 5

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606



Policy Endorsement

- 3. This coverage does not apply while there are spare or reserve autos available to you for your operations.
- 4. If loss results from the total theft of a covered auto of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to SECTION III. Paragraph A.:

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
 - (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per accident.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to SECTION III, Paragraph B.6.

Subject to the following, the diminution in value exclusion does not apply to:

a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

Form No: SCA 23 500 D (10-2011) **Endorsement Effective Date:**

Endorsement Expiration Date:

Policy No: BUA 7014996532 Policy Effective Date: 06/01/2021

Policy Page: 71 of 77

Endorsement No: 19; Page: 3 of 5

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,

Chicago, IL 60606



Policy Endorsement

- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- **c.** Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the auto's actual cash value (ACV)

III. Drive Other Car Coverage - Executive Officers

The following is added to SECTIONS II and III:

- Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
 - a. An auto owned by that executive officer or a member of that person's household; or
 - **b.** An auto used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, executive officer means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such executive officers are insureds while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV**, **Paragraph A.2.a.**

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to SECTION IV, Paragraph A.2.b.

(6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to SECTION IV, Paragraph B.2.

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)
Endorsement Effective Date: Endorsement Expiration Date:

Endorsement No: 19; Page: 4 of 5

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,

Chicago, IL 60606

Policy Effective Date: 06/01/2021 Policy Page: 72 of 77

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Policy Endorsement

a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

Form No: SCA 23 500 D (10-2011) **Endorsement Effective Date:**

Endorsement Expiration Date:

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Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

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

SCHEDULE

Name of Additional Insured Persons Or Organizations

Any person or organization that your are required by written contract or written agreement to named as an Additional Insured.

- 1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Insured Name: BENDER ROSENTHAL INC

Policy No:7014996532 Endorsement No: Effective Date: June 1, 2021



Workers Compensation And Employers Liability Insurance

Policy Endorsement



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two -Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997) **Endorsement Effective Date:** Endorsement No: 3; Page: 1 of 1

Endorsement Expiration Date:

Policy Effective Date: 06/01/2021 Policy Page: 33 of 48

Policy No: WC 7 14996546

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606