

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

Agreement No. A-09966

Amend State Route 68 Action Plan and Approve)
Professional Services Agreement with Wood)
Rodgers, Inc. in an amount not to exceed)
\$102,205 for preliminary engineering and)
completion of a Project Study Report for)
intersection improvements on State Route 68 at)
Corral de Tierra Road, Project No. 05-114024....)

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

1. Amends the State Route 68 Action Plan to authorize the Monterey County Department of Public Works to fund and complete the Project Study Report for intersection improvements at State Route 68 and Corral De Tierra; and
2. Approves Professional Services Agreement with Wood Rodgers, Inc. in an amount not to exceed \$102,205 for preliminary engineering and completion of a Project Study Report for intersection improvements on State Route 68 at Corral de Tierra Road, Project No. 05-114024; and
3. Authorizes the Public Works Director to execute the Agreement and future amendments which do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 28th day of September 2004, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Johnsen, Potter

NOES: None

ABSENT: None

I, Sally R. Reed, 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 at page 72 of Minute Book 72, on 9/28/04.

Dated:

Sally R. Reed, Clerk of the Board of Supervisors, County of Monterey,
State of California.

By Carrie Wilkinson
Deputy Carrie Wilkinson

cc: Mary Zurita; Barbara Parker

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Wood Rogers, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide a Caltrans approved Project Study Report (PSR) for the necessary intersection improvements at the intersection of State Route 68 and Corral De Tierra Road.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 102,205.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from September 1, 2004 to September 1, 2006, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last; and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall exercise due professional care to perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR

shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in

no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall

ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
George Divine, P.E., Senior Transportation Engineer	Ali A. Hemmati, P.E. Principal
Name and Title	Name and Title
312 East Alisal Street	3301 C. Street, Bldg 100-B
Salinas, CA 93901	Sacramento, CA
Address	Address
(831) 755-4937	(916) 314-7760
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form
By: _____
County Counsel

Date: 9/1/04

Approved as to Fiscal Provisions
By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions¹
By: _____
Risk Management

Date: _____

CONTRACTOR

Wood Rodgers, Inc.

Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice
President)*

Mark Rodgers, V.P.

Name and Title

Date: 8/20/04

By: _____
(Signature of Secretary, Asst. Secretary,
CFO, or Asst. Treasurer)*

WES FERGUSON, CFO.

Name and Title

Date: 8/20/04

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

¹ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

EXHIBIT A
Scope of Services/Payment Provisions

WORK PLAN

PROJECT UNDERSTANDING

It is the understanding of Wood Rodgers, Inc. that Monterey County is seeking professional engineering services to have a Project Study Report (PSR) prepared. The PSR is for a project to reconstruct the existing signalized intersection of Corral de Tierra Road at State Route 68 to provide dual west-to-south left turn lanes, and possibly realign a private driveway on the north side of SR 68.

The desired services include research and analysis of traffic conditions, aerial surveying, assessment of environmental documentation needs, storm drainage conditions, right-of-way, and utilities. This information will be used to produce a complete Project Study Report.

Base Mapping: In order to determine the best alignment for the project and generate an accurate estimate, full base mapping will be done for the project.

Environmental Documentation: Although a Preliminary Environmental Review and Assessment (PEAR) has been done for a proposed project at this location, Wood Rodgers will have team member LSA Inc. review this document in light of the current project and its footprint, to confirm that the correct document type and studies have been identified, and if not, what the appropriate actions are.

Traffic: To perform an accurate analysis of intersection operations, current and future peak hour intersection volumes will be needed. Wood Rodgers will develop this information and produce analyses of current and future intersection operations, and analyze traffic accident data provided by the County and Caltrans.

DESCRIPTION OF PROPOSED WORK

Wood Rodgers will develop and obtain Caltrans' approval of the Project Study Report (PSR) for the necessary improvements at the intersection of Corral De Tierra Road with State Route 68 (SR-68) in Monterey County to provide dual left-turn lanes on westbound SR-68 and the possible realignment of a private driveway on the fourth leg of this intersection, through the following steps:

TASK 1 - PROJECT GROUNDWORK

During the conceptual design phase, information will be developed to provide a sound basis for project decisions. This will include topographic mapping, traffic forecasts, and preliminary recommendations on private access realignment and intersection improvements to be evaluated within the PSR. This information will be summarized in a Technical Memorandum and Concept Presentation to the County, TAMC and Caltrans, and possibly other stakeholders, if needed.

Task 1.1 Research and Data Gathering

Existing photos, right-of-way maps, "as-built" plans, record maps and surveys, assessor maps, traffic volumes, accident records, previous studies, and any other data provided by the Monterey County and Caltrans will be obtained and reviewed.

Task 1.2 Aerial Photogrammetry, Surveying, and Base Mapping

A controlled aerial photogrammetric survey will be done to cover the project area, which is estimated to be approximately 1500 feet east and 1000 feet west of the intersection with Corral de Tierra along State Route 68, and approximately 1000 feet south of State Route 68 along Corral de Tierra. We have discussed with Mr. Enrique

Saavedra the potential of Monterey County Public Works staff providing the survey services in support of this aerial mapping and have agreed that County staff is available to provide the ground control and ground survey services as long as Wood Rodgers arranges for the aerial photogrammetric effort. Accordingly, we have secured the services of Aerial Photomapping Services to produce the aerial mapping of the project site. Wood Rodgers will use the aerial and ground survey data to produce base mapping of the project.

Task 1.3 Geotechnical Data (Optional)

Wood Rodgers proposes to use readily available as-built information or the recently completed information for Monterey County as part of improvements to the intersections of SR-68 with San Benancio Road and Laureles Grade Road to estimate the thickness of structural section for anticipated pavement widening.

However, we have secured the services of Parikh Consultants Inc. to provide any additional Geotechnical recommendation that County may desire. Parikh is also available to provide recommendation regarding the slope stability or retaining wall foundation should it be necessary for this project. The Geotechnical scope and associated budget for this task will be determined at a later date, if necessary.

Task 1.4 Prepare Storm Water Data Report

Wood Rodgers will prepare the required Storm Water Data Report in accordance with the Caltrans Storm Water Quality Project Planning and Design Guide to ensure that storm water quality issues are identified and that appropriate "best management practices" for storm water pollution prevention are considered in the PSR. This will include storm water checklists SW-1 (Site Data Resources), SW-2 (Storm Water Quality Issues Summary), and SW-3 (Measures for Avoiding or Reducing Potential Storm Water Impacts).

Task 1.5 Utility Coordination

The base maps for the project will be sent to any utilities having facilities in the area, for location of underground lines and identification of visible utility facilities. The information from this process will be added to the base mapping so that the utility impact of various alignment alternatives is evident.

TASK 2 - TRAFFIC STUDY

The traffic forecasting and operations analysis tasks involved in the SR 68 / Corral De Tierra Road intersection improvements PSR project are outlined as follows.

Task 2.1 Existing Conditions Analysis:

Wood Rodgers will collect and compile recent traffic count data from data sources such as Caltrans and Monterey County traffic data publications. Annual Average Daily Traffic (AADT) as well as peak month ADT data is readily available from Caltrans data publications. In discussions with Monterey County staff, it appears that existing intersection turning movement volumes at the study intersection are available from recent traffic circulation studies completed for the County. County staff has indicated that the traffic data available from the on-going PSR studies for adjacent intersections (SR 68 at Laureles Grade and SR 68 at San Benancio Road) could be referred to as part of identifying existing traffic volumes at the study intersection. County staff has also indicated that the County would provide a copy of the Traffic Impact Analysis for the Church property located to the north of the study intersection, for use/reference in this PSR study. Existing intersection lane geometrics and control data will be field-verified by Wood Rodgers staff. Wood Rodgers will supplement available traffic volume data with new intersection traffic counts (conducted only if necessary) as part of this study.

The existing conditions traffic operations analysis will evaluate the one (1) study intersection under the following analysis periods:

Weekday AM Peak Hour

Weekday PM Peak Hour

Annual Average Daily Traffic (AADT) conditions

The roadway segment analysis will cover the SR 68 study segment extending from approximately 500 feet to the west of the study intersection to approximately 500 feet to the east of the study intersection. All operational capacity analyses will be completed utilizing Highway Capacity Manual 2000 (HCM-2000) methodologies. Wood Rodgers will utilize appropriate Caltrans District 5 and County-approved analysis software (such as Synchro/SimTraffic) for completing the operations analysis. The results of the existing conditions' operational analysis (as well as the long-term future conditions' analysis, outlined later in this Scope of Work) will be used to develop and reinforce the proposed PSR project's "Need & Purpose" section.

Task 2.2 Existing plus Project Conditions Analysis:

A conceptual "Existing plus Project" conditions will be analyzed for the study intersection under existing AM peak hour, PM peak hour and Annual Average Daily Traffic (AADT) volume conditions, assuming the proposed project improvements on top of existing facilities. At this time, a "project opening day" or other type of "interim year" analysis is not envisioned. Should such interim year analyses be required, the traffic volume projections as well as operational analyses tasks involved in such analyses will be scoped separately and completed upon appropriate County pre-authorization.

Task 2.3 Year 2030 Traffic Forecasting:

County staff has indicated that comprehensive planning studies have been completed in the past that contain future traffic projections for the study intersection. Wood Rodgers will review background planning documents (including the County General Plan circulation studies, the ongoing PSR studies of the adjacent intersections of SR 68 at Laurels Grade and at San Benancio Road, the traffic impact study for the Church property located to the north of the study intersection) that may contain future traffic projections for the study intersection. As needed, Wood Rodgers will also obtain and utilize year 2030 AMBAG regional travel demand model projections, in order to develop year 2030 design traffic projections for the study intersection. Wood Rodgers will work closely with Caltrans District 5 and Monterey County staff (and if necessary TAMC and AMBAG staff) in order to verify and/or appropriately revise/update the future land use and circulation assumptions that may reasonably affect future traffic growth projections for the study intersection. Should AMBAG model runs/revisions be required as part of this study, Wood Rodgers will work interactively with AMBAG staff to complete the needed technical modeling efforts and will comply with AMBAG's regional travel demand model usage/application procedures. Year 2030 ADT as well as peak hour intersection traffic volume forecasts developed in this study will be reviewed with the Project Development Team (PDT) members, before traffic operations analyses are completed.

Task 2.4 Year 2030 No Build Conditions

Long-term future traffic operations analysis for "design year 2030" conditions will be completed for the study intersection under study periods (as listed under Task 2.1) for a "No Build" condition, which would assume no capacity/control improvements over existing conditions. The analysis of the "No Build" condition will constitute a future base condition (referred to as "Alternative 0") that will be utilized to reinforce the proposed improvement project's Need & Purpose.

Task 2.5 Year 2030 Conditions With Project Improvements

Year 2030 conditions will be analyzed for the study intersection under study periods (as listed under Task 2.1) with the proposed/recommended project improvements in place. Intersection and roadway operational analyses will be completed under year 2030 traffic volume conditions with the conceptual improvement alternatives in place. Up to two (2) project improvement alternatives will be analyzed as part of this task. Additional alternatives can be evaluated with County pre-authorization of appropriate budget enhancements and schedule revisions.

Task 2.6 Prepare Draft Traffic Operations Analysis Chapter/Report

The analysis conducted in Task 2.1 through Task 2.5 will be summarized using appropriate text, tables, and figures to document and explain the technical evaluation, findings and recommendations. A detailed Traffic Operations Analysis Memorandum Report will be prepared and submitted for review as part of the Draft PSR document. At this time, the analysis of a short-term or interim future condition (for example year 2010, 2015 etc.) is not envisioned as part of the proposed PSR. Should such interim future conditions be required to be analyzed, such analyses can be completed with prior client authorization and billed on a Time-&-Materials basis.

Task 2.7 Prepare Final Traffic Operations Analysis Chapter/Report

Following review of the preliminary traffic report by Caltrans and the County, and upon receipt of all PDT comments, Wood Rodgers will prepare the Final Traffic Operations Analysis memorandum report and submit to Caltrans for final approval as part of the final PSR document. Agency comments calling for substantial amounts of new and/or additional analyses (that are not envisioned within this current Scope of Work) will be addressed only upon prior client approval of appropriate budget enhancements and schedule revisions.

Task 2.8 Accident Data Analysis

Latest available three-year accident data (including TASAS Table B summary and TSAR accident data records) within the study corridor segment will be obtained from Caltrans District 5 and reviewed. The Accident data will be summarized in an appropriate tabular format and a discussion of the significance of accident rates will be presented.

TASK 3 -PROJECT LAYOUT

It is our understanding that the property owner/s in the southeast quadrant of the Corral De Terra and SR-68 intersection are in the process of developing their property and also the Church desires to relocate their private access westerly of its current location to form the fourth leg of the improved Corral De Terra and SR-68 intersection. Wood Rodgers with assistance from the County will gather the information pertaining to these projects and incorporate them into the development of the conceptual layout plan for this intersection. In this phase of project development, critical decisions regarding alignment, non-concentric transition sections, shoulder widths, sight distances, and pedestrian facilities are made.

A very steep driveway off of Corral De Terra immediately south of SR-68 is providing access to a few parcels of land to the west of Corral De Terra. Consideration will be given to widening Corral De Terra only to the east to minimize impact to this important access. In addition consideration will be given to widening of SR-68 to the north side, widening SR-68 thru the existing horizontal curve on the outside, due to sight distance constraint on the east approach of SR-68.



Using the results of traffic forecasts and topographic mapping, Wood Rodgers will develop conceptual layouts for two project alternatives. Two design concepts will be developed, one showing widening of SR-68 to the north and the second concept showing the entire improvements to the south to provide dual left-turn lanes on westbound SR-68. (See attached exhibits.) Compliance with design standards will be evaluated. Layouts will be prepared showing geometrics, sight distance and design speeds for alternatives. Layouts will include parcel boundaries, buildings and other topographic data, approximate limits of cut/fill, utilities and boundaries of any known environmentally sensitive area. The limits of existing and proposed structures will be shown on conceptual layouts.

The main goal of this task is to define, as comprehensively and accurately as possible, the project footprint. Typical cross-section views will be developed at selected stations along the project length. The resulting project layout, as approved by the County, serves as the basis for environmental, right-of-way, utility, and road work that may follow, so that these activities can proceed roughly on parallel courses, saving time in the overall project schedule.

TASK 4 -ENVIRONMENTAL ASSESSMENT

Wood Rodgers team member LSA Inc. will prepare the Initial Site Assessment (ISA) and the Preliminary Environmental Analysis Report (PEAR) for the SR 68/Corral de Tierra Intersection.

Task 4.1 Hazardous Waste Initial Site Assessment

Because it is anticipated that right of way will be acquired for Caltrans by the project, it will be necessary to prepare an Initial Site Assessment (ISA) to document hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. LSA will prepare the ISA in accordance with Caltrans' procedures, concurrent with the preparation of the PEAR. The work effort for this task will include the following:

LSA will conduct an agency records search to identify all hazardous waste sites located within the project study area and classified as hazardous waste under State law. The records search will also identify businesses located in the project area that would be likely to store, transfer, or utilize significant quantities of hazardous materials. This information will be obtained from the records maintained by the California Department of Health, Regional Water Quality Control Board, and other appropriate agencies.

LSA will conduct a visual survey of the project area via public access to identify any obvious area of hazardous material contamination.

If a hazardous waste site is identified via the records search or the visual survey, LSA will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

Potential hazardous material sites located in the project area will be reported based on information available from State and local agencies. Historic land use information will be requested from Monterey County and used to discuss the potential for any hazardous material contamination of the project site.

An ISA Checklist (Caltrans form) will be filled out to summarize the potential for hazardous material involvement in the interchange project. A draft ISA will be submitted to Monterey County and Caltrans District 5, and will be a resource document for the PSR and PEAR. The ISA Checklist will be an attachment to the PSR.

Task 4.2 Prepare PEAR

Wood Rodgers team member LSA Inc. will prepare a Preliminary Environmental Analysis Report (PEAR) in accordance with current Caltrans Guidelines (Guidelines for the Preparation of the Preliminary Environmental Analysis Report, December 2001) for the project. Baseline information for the project area will be collected and summarized in each environmental issue area. LSA will utilize preliminary geometric plan alternatives, as well as information from any prior studies and recent environmental documents for projects in the area, to identify environmental issues and constraints. The draft PEAR previously done by Caltrans for this project will be utilized and site surveys will be conducted to document the current conditions and observe any unique or extraordinary circumstances that might ultimately affect the corridor and/or the environmental review process. The evaluation will:

Develop an inventory of environmental resources and a list of the potential issues or impacts that could significantly delay the projects or affect the viability of any project alternative, including agency records searches to identify sensitive biological and cultural resources within the project study area;

Determine any technical studies (e.g., biology, noise, etc.) that will be needed to complete the environmental clearance;

Determine the type of environmental clearance proposed, and a tentative schedule for its completion;

Determine the potential state and federal permits that may be required for the project to proceed.

The PEAR will address the environmental topics contained in the Environmental Significance Checklist, providing sufficient discussion to indicate the potential for environmental impacts resulting from project development. The project description will be provided in introductory comments of the PEAR. LSA will also prepare a draft of the environmental document section of the engineering report.

A draft PEAR will be submitted to the City/County and Caltrans for review. The evaluation will be revised as necessary and provided as a resource for the engineering documents.

TASK 5 - PSR DEVELOPMENT

The Project Layout prepared in Task 3 will be refined into geometric drawings suitable for inclusion in the PSR. Horizontal alignments will include geometric data and be presented at a scale of 1:500 (metric). Typical cross sections and traffic data and analyses will be included as appropriate. Compliance with Caltrans design standards will be evaluated. Caltrans concurrence with the alignment and design features will be sought and obtained.

Task 5.1 Prepare Estimate of Right of Way Costs

Wood Rodgers team member Tarvin and Associates will perform a market survey and analysis, gather title and property data, and prepare right of way cost estimates based on the project alternatives. These estimates will include acquisition costs, relocation assistance, demolition costs, title and escrow fees, and any necessary on-site construction work.

Task 5.2 Prepare Right of Way Data Sheets

Wood Rodgers team member Tarvin and Associates, utilizing the existing R/W information provided by the County and Caltrans, will prepare an exhibit map showing the existing and proposed right of way lines and parcel lines and identify the relocations of utility facilities. Our team member Tarvin & Associates will use these maps to prepare estimates of the cost of right of way acquisition, and the cost of utility relocations and prepare the right of way data sheets for the project. This information will be reported on the Right of Way Data Sheet and Utility Information Data in the format specified by Caltrans for attachment to the PSR.

Task 5.3 Preliminary Estimate of Project Cost

Wood Rodgers will estimate quantities of construction work and prepare a preliminary estimate of project cost in the format specified in Appendix AA of the Project Development Procedures Manual (PDPM) for construction cost estimates for PSR's. The estimate will include roadway and structure construction costs, environmental mitigation costs, and right of way costs. Allowances for minor items, mobilization, supplemental items, and contingencies will be included.

Task 5.4 Design Exception Fact Sheets (Mandatory and/or Advisory Design Standards)

Wood Rodgers will evaluate the proposed improvements to the intersection of Corral de Tierra Rd with SR-68 for conformance with Monterey County and Caltrans adopted standards. Should the proposed improvements incorporate non-standard features Wood Rodgers will prepare necessary Fact sheets to justify and obtain Caltrans and County approval of the non-standard features. This scope includes the preparation of one design exception Fact Sheet that may be required for the sight distance constraint at easterly approach of the SR-68 to this intersection.

Task 5.5 Prepare Draft PSR

Wood Rodgers will prepare a draft Project Study Report in accordance with the guidelines in the current version of the Caltrans Project Development Procedures Manual (PDPM). The draft PSR will discuss the need and purpose of the project for this intersection improvement project from many points of view including traffic operations, traffic accident patterns and safety, pedestrian and bicycle accommodations, construction cost, environmental impacts, phasing, system planning, funding, and scheduling.

The draft PSR will be circulated within the County, TAMC, and Caltrans District 5 and their central region office in Fresno for review and comments. If required, Wood Rodgers will prepare exhibits and assist with presentation of project to the board of supervisors or other public members. Wood Rodgers will address all review comments in writing to the County, TAMC and Caltrans.

Task 5.6 Prepare Final PSR

Wood Rodgers will incorporate revisions in response to the comments on the draft PSR and thereby prepare the final Project Study Report for approval by Caltrans. Once Caltrans approval has been obtained, copies of the approved PSR will be provided to the County, TAMC and Caltrans as required for future reference.

PROJECT MANAGEMENT

Coordination and status meetings will be held with County, TAMC and Caltrans staff in Salinas or via video conferencing on an as-needed basis to review project status and budget, to obtain County input, make decisions, and discuss issues that have the potential of affecting the project budget or schedule. We have budgeted for a total of three meetings in Salinas to meet with the County staff, TAMC and Caltrans to successfully deliver our commitments on this much-needed project.

Wood Rodgers will prepare the meeting agendas in consultation with the County, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five days after the meeting.

Wood Rodgers will prepare and submit monthly progress reports to the County. The monthly progress reports will include progress of work; updated project schedule; information/decisions required to maintain schedule and com-

plete deliverables; problems encountered that may affect schedule, budget, or work products, and anticipated work for the following month.

A detailed project schedule will be developed and included with the professional services agreement. This schedule will be used to monitor project progress, keep critical tasks under way, and forecast project completion. The schedule will be updated only when conditions beyond our control cause more time to be required to complete a task.

Wood Rodgers, Inc. will meet with Monterey County staff to refine the project description and schedule, and to develop a mutual understanding of the issues and potential impacts of the project. During this task, Wood Rodgers, Inc. will review existing information and participate in a field review of the project site with County staff.

Wood Rodgers Inc.
Compensation for Professional Engineering Services
for
Corral de Tierra Road at State Route 68 PSR
County of Monterey

<u>DIRECT LABOR</u>	Hours	Rate	Total
Principal Engineer	108	\$145.00	\$15,660.00
Engineer III	332	\$120.00	\$39,840.00
Assistant Engineer/CAD Technician	186	\$80.00	\$14,880.00
Administrative Assistant	54	\$55.00	\$2,970.00
Total - Direct Labor	680		\$73,350.00
<u>OTHER COSTS</u>			
• Direct Costs			\$750.00
Total Other Costs			\$750.00
TOTAL - Wood Rodgers			\$74,100.00
<u>SUBCONSULTANTS</u>			
• Tarvin & Associates			\$5,700.00
• Aerial Photogrammetry			\$4,850.00
• LSA Inc. - Environmental			\$17,600.00
TOTAL - Subconsultants			\$28,150.00
TOTAL COST NOT TO EXCEED			\$102,250.00

SUBCONSULTANT COST BREAKDOWN

• Tarvin & Associates			
<u>DIRECT LABOR</u>	Hour	Rate	Total
Real Estate Agent	60	\$95.00	\$5,700.00
Total Costs			\$5,700.00
TARVIN & ASSOCIATES TOTAL			\$5,700.00

• LSA Inc. - Environmental			
<u>DIRECT LABOR</u>	Hours	Rate	Total
Principal	8	\$145.00	\$1,160.00
Associate/Project Mgr.	44	\$125.00	\$5,500.00
Analyst/Tech.	97	\$75.00	\$7,275.00
Graphic/GIS	8	\$105.00	\$840.00
WP	9	\$75.00	\$675.00
Total - Direct Labor	166		
<u>OTHER COSTS</u>			
• Direct Costs			\$2,150.00
Total Costs			\$17,600.00
LSA TOTAL			\$17,600.00

Monterey County
Project Study Report for SR-68/ Corral De Tierra Road Intersection Improvements
Estimated Labor Hours



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING

Task Description	WOOD RODGERS, INC.							Grand Total Hours
	Principal Engineer	Project Engineer (Engineer II)	Assistant Engineer/CAD Technician III	Administrative Assistant	TOTAL HOURS	LSA Inc. Environmental Documentation	Bob Tarvin Real Estate Services	
PROJECT MANAGEMENT	56	46	2	20	124	8		132
Project Management	32	12		16	60			60
Kick-Off Meeting	8	10	2	4	24	8		32
Other Project Meetings	16	24			40			40
TASK 1 - PROJECT GROUNDWORK	6	16	6		28			28
Task 1.1 - Research and Data Gathering		4	4		8			8
Task 1.2 - Aerial Photogrammetry, Surveying, and Base Mapping	4	8	2		14			14
Task 1.3 - Geotechnical Data (Optional)	2	4			6			6
Task 1.4 - Prepare Storm Water Data Report		24			24			24
Task 1.5 - Utility Coordination			8		8			8
TASK 2 - TRAFFIC STUDY	16	92	20	14	142			142
Task 2.1 - Existing Conditions Analysis		12			12			12
Task 2.2 - Existing plus Project Conditions Analysis		16			16			16
Task 2.3 - Year 2030 Traffic Forecasting		4			4			4
Task 2.4 - Year 2030 No Build Conditions		12			12			12
Task 2.5 - Year 2030 Conditions With Project Improvements					0			0
Task 2.6 - Prepare Draft Traffic Operations Analysis Report	12	36	16	6	70			70
Task 2.7 - Prepare Final Traffic Operations Analysis Report	4	8	4	8	24			24
Task 2.8 - Accident Data Analysis		4			4			4
TASK 3 - PROJECT LAYOUT	10	66	96	8	180			180
- Preliminary Alignment Alternatives	4	48	72	4	128			128
- Modification and Selection of Alignment	6	18	24	4	52			52
TASK 4 - ENVIRONMENTAL ASSESSMENT	2	8	16	0	26	158		184
Task 4.1 - Hazardous Waste Initial Site Assessment	2	4	16		22	84		106
Task 4.2 - Prepare PEAR		4			4	74		78
TASK 5 - PSR DEVELOPMENT	18	104	46	12	180		60	240
Task 5.1 - Prepare Estimate of Right of Way Costs	2	8	8		18		50	68
Task 5.2 - Prepare Right of Way Data Sheets	4	12			16		10	26
Task 5.3 - Preliminary Estimate of Project Cost		8	8		16			16
Task 5.4 - Design Exception Fact Sheets		16			16			16
Task 5.5 - Prepare Draft PSR	6	40	20	8	74			74
Task 5.6 - Prepare Final PSR	6	20	10	4	40			40
TOTAL HOURS	108	332	186	54	680	166	60	908

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

Agreement No. A-09966

- a. Approve Amendment No. 1 in the amount of \$21,725 for a total amount not to exceed \$123,930 and extend the term of the Professional Services Agreement with Wood Rodgers, Inc. to December 31, 2006 for additional services associated with the preparation of the Project Study Report for intersection improvements at State Highway 68 and Corral de Tierra Road (Project No. 06-114065); and)
- b. Authorize the Purchasing Manager to execute the Amendment and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.)

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

- a. Approves Amendment No. 1 in the amount of \$21,725 for a total amount not to exceed \$123,930 and extend the term of the Professional Services Agreement with Wood Rodgers, Inc. to December 31, 2006 for additional services associated with the preparation of the Project Study Report for intersection improvements at State Highway 68 and Corral de Tierra Road (Project No. 06-114065); and
- b. Authorizes the Purchasing Manager to execute the Amendment and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED this 9th day of May, 2006, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Lindley and Potter

NOES: None

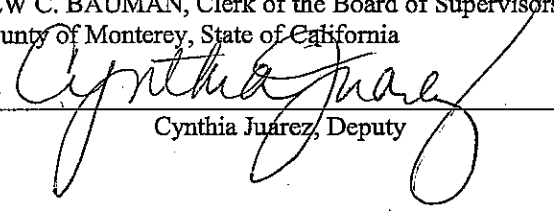
ABSENT: Supervisor Smith

I, Lew C. Bauman, 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 Minute Book 73, on May 9, 2006.

Dated: May 9, 2006

LEW C. BAUMAN, Clerk of the Board of Supervisors,
County of Monterey, State of California

By


Cynthia Juárez, 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 September 28, 2004 (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, the County and the CONTRACTOR wish to amend the Agreement to include additional services associated with the preparation of the Project Study Report (PSR) including additional conceptual engineering studies, an additional alternative in the PSR, additional traffic analysis, additional project management activities and additional preliminary environmental review.

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

1. Amend Paragraph 1, "Services to Be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1, in conformity with the terms of this Agreement. The services are generally described as follows: Provide a Caltrans approved Project Study Report (PSR) for the necessary intersection improvements at the intersection of State Route 68 and Corral De Tierra Road and additional services associated with the preparation of the Project Study Report (PSR) including additional conceptual engineering studies, an additional alternative in the PSR, additional traffic analysis, additional project management activities and additional preliminary environmental review.

2. 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 A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$123,930.00.

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

The term of this Agreement is from September 1, 2004 to December 31, 2006, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1 Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. 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]
Purchasing Manager

Date: 5-26-06

CONTRACTOR

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

By: [Signature]
(Signature of Chair, President or Vice President)
STEVE BALBIERZ
Its: VICE PRESIDENT
(Name and Title)

Date: 3/30/06

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)
WCS Ferguson
Its: CFO
(Name and Title)

Date: 3/30/06

Approved as to Form, County Counsel

By: [Signature]
Deputy County Counsel

Date: March 24, 2006

Approved as to Fiscal Provisions, Auditor-Controller

By: [Signature]

Date: 3-31-06

RISK MANAGEMENT

COUNTY OF MONTEREY

Approved as to Indemnity and Insurance Provisions, Risk Management

APPROVED AS TO INDEMNITY

By: INSURANCE LANGUAGE

Date: [Signature]

Date: 4/4/06

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

January 30, 2006

Monterey County
Department of Public Works
Attn: Mr. Enrique Saavedra
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Re: Request for Augmentation to Professional Engineering Services Agreement for Preparation of the Project Study Report for Corral de Tierra Road/SR-68 Intersection

Dear Enrique:

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 Study Report (PSR) for the Corral de Tierra Road intersection project.

As you know, our contract was based on the preparation of two alternative layouts prior to preliminary environmental studies, then refinement into a single "build" alternative in the draft PSR. We submitted the draft PSR in September, 2005. In response to Caltrans comments received on 11/28/2005, we developed three additional layouts and forwarded them for your review and Caltrans review on 12/2/2005 in an effort to reach resolution regarding geometric issues. These additional layouts were discussed with you and Caltrans representatives on 12/22/2005, and as agreed during those discussions, we subsequently developed two new alternative layouts and forwarded them for your review and Caltrans review on January 11, 2006. We understand that these new alternative layouts will now be the basis of the final PSR, possibly with further refinements. The draft PSR is to be revised to include both of these "build" alternatives, rather than the single "build" alternative that was shown in the draft PSR. This will involve several additional items of work:

Additional Conceptual Engineering Studies: Wood Rodgers has developed additional conceptual layouts, as outlined above. The level of effort associated with this change is estimated as:

Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	4	\$155.00	\$620.00
Engineer III	16	\$115.00	\$1,840.00
Engineer II	48	\$100.00	\$4,800.00
Subtotal			\$7,260.00

Additional Alternative in PSR: Wood Rodgers will revise the draft PSR to discuss two build alternatives, rather than one. This effort will include developing cost estimates for both alternatives, as well as significant revisions to the text throughout the document. The level of effort associated with this change is estimated as:

Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	4	\$155.00	\$620.00
Engineer III	24	\$115.00	\$2,760.00
Engineer II	8	\$100.00	\$800.00
Subtotal			\$4,180.00

Amendment No. 1 to Professional Services Agreement
Wood Rodgers, Inc.

Highway 68 – Corral De Tierra Road Intersection Improvements

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Additional Traffic Analysis: Wood Rodgers provided traffic analysis beyond that originally scoped. After the draft traffic operational analysis was reviewed and approved by Monterey County, Caltrans requested additional analysis of multiple scenarios for the proposed commercial development at the southeast corner of the intersection. This effort included

- Review of traffic forecasts from the Hexagon traffic study for the proposed shopping center
- Analysis of two additional project opening day traffic volume scenarios – shopping center with full-access to/from SR 68, and shopping center with right-turns-only access to/from SR 68.
- Updating traffic operations memorandum, graphics and technical appendices.

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

Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	2	\$155.00	\$310.00
Transportation Planner III	20	\$115.00	\$2,300.00
Transportation Planner I	32	\$95.00	\$3,040.00
Subtotal			\$5,650.00

Additional Project Management Activities: Wood Rodgers commenced work on this project in October of 2004 with the understanding that our work would be completed by April of 2005. The project schedule has slipped because public agencies have taken much longer than anticipated to concur with the traffic analysis and concept of the project. It has also been necessary to coordinate with three other projects in the same area, including the proposed shopping center, the San Benancio Road intersection improvements, and the Cypress Community Church driveway relocation project. It appears that the project schedule has slipped about six months as a result. This has required additional time and effort from Wood Rodgers for coordination, monitoring and directing work activities, and preparing monthly progress reports during the PSR development process.

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

Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	24	\$155.00	\$3,720.00
Engineer III	16	\$115.00	\$1,840.00
Subtotal			\$5,560.00

Additional Preliminary Environmental Review: LSA Associates must revise the Preliminary Environmental Analysis Report prepared for the draft PSR to include the two new alternative project layouts, rather than the original project layout. One of these layouts includes a larger area of potential effects. Also, two estimates of mitigation costs must be prepared to correspond to the new alternatives. In addition, Caltrans requested in their comments of November 18, 2005 that site photograph figures be added to the PEAR. Additional coordination and project management is included in this work. The level of effort associated with the PEAR revision is estimated as:

Classification	Hours	Hourly Rate	Fee
Principal	3	\$150.00	\$450.00
Associate/Proj. Mgr.	13	\$140.00	\$1,820.00
Analyst/Tech.	16	\$80.00	\$1,280.00
Graphics	2	\$90.00	\$180.00
Word Processing	2	\$75.00	\$150.00
Subtotal			\$3,880.00

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The total estimate of the additional work items is **\$26,530.00**. Wood Rodgers views the above changes as an increase in its scope of work and requests authorization to apply the original **\$4,850.00** in the budget for photogrammetry which was not required, plus additional budget in the amount of **\$21,680.00**, changing the not-to-exceed contract amount from \$102,250.00 to a new total of \$123,930.00. We are looking forward to successful completion of this much-needed project and recommend your authorization.

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: Wes Ferguson, Wood Rodgers
8091.001, 052

Client#: 2085

WOODRODGE1

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
10/05/2005

PRODUCER

Dealey, Renton & Associates

P.O. Box 12675

San Jose, CA 94604-2675

(408) 465-3090

INSURED

Wood Rodgers, Inc.

3301 C Street, Bldg 100B

Sacramento, CA 95816-3342

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: United States Fidelity & Guaranty

INSURER B: American Automobile Ins. Co.

INSURER C: XL Specialty Insurance Co.

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BK01984896	10/01/05	10/01/06	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	BA01984921	10/01/05	10/01/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	BK01984896	10/01/05	10/01/06	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$5,000,000
					\$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80934799	10/01/05	10/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	DPR9415035	10/01/05	10/01/06	\$3,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
General Liability policy excludes claims arising out of the performance of professional services.

PROJECT: State Route 68 & Corral de Tierra Intersection Improvement.

(See Attached Descriptions)

RECEIVED

OCT 17 2005

PUBLIC WORKS - ADMIN

CERTIFICATE HOLDER

ADDITIONAL INSURED/INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

County of Monterey
Dept. of Public Works
Attn: Enrique M. Saavedra
312 East Alisal Street
Salinas, CA 93901-4371*Enrique M. Saavedra*

DESCRIPTIONS (Continued from Page 1)

County of Monterey, its officers, agents and employees are additional insureds for General & Auto Liability per CLBF2240 & CA2048 attached.

Cancellation provisions are solely as shown below.

Policy Number: BK01984896

Owners, Lessees or Contractors (Form B)
ADDITIONAL INSURED

Change(s) Effective: 10/05/2005

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. This endorsement modifies insurance policy under the following:

LIABILITY COVERAGE PART:

Schedule

Name of Person or Organization:

County of Monterey
Dept. of Public Works
Attn: Enrique M. Saavedra
312 East Alisal Street
Salinas, CA 93901-4371

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

POLICY NUMBER: BA01984921

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
Dept. of Public Works
Attn: Enrique M. Saavedra
312 East Alisal Street
Salinas, CA 93901-4371

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: County of Monterey, its officers, agents and employees

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

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

Agreement No. A-09966

- a. Approve Amendment No. 2 in the amount of \$249,160)
for a total amount not to exceed \$373,090 and extend)
the term of the Professional Services Agreement with)
Wood Rodgers, Inc. to December 31, 2007 for)
additional services associated with the development of)
a Project Report to complete Caltrans requirements for)
the Project Approval and Environmental Determination)
phase for intersection improvements at State Highway)
68 and Corral de Tierra Road (Project No. 06-114065);)
and)
- b. Authorize the Purchasing Manager to execute the)
Amendment and future amendments that do not)
significantly alter the scope of work or change the)
approved Agreement amount.....)

Upon motion of Supervisor Potter, seconded by Supervisor Lindley, and carried by those members present, effective October 10, 2006, the Board hereby;

- a. Approves Amendment No. 2 in the amount of \$249,160 for a total amount not to exceed \$373,090 and extend the term of the Professional Services Agreement with Wood Rodgers, Inc. to December 31, 2007 for additional services associated with the development of a Project Report to complete Caltrans requirements for the Project Approval and Environmental Determination phase for intersection improvements at State Highway 68 and Corral de Tierra Road (Project No. 06-114065); and
- b. Authorizes the Purchasing Manager to execute the Amendment and future amendments that do not significantly alter the scope of work or change the approved Agreement amount

PASSED AND ADOPTED on this 10th day of October, 2006, by the following vote, to wit:

AYES: Supervisors Calcagno, Lindley, Smith and Potter

NOES: None

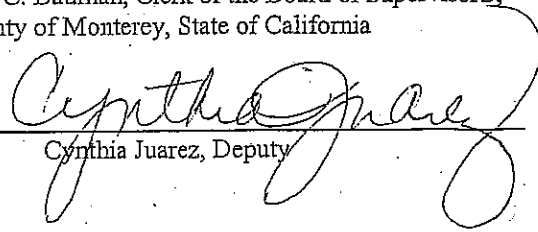
ABSENT: Supervisor Armenta

I, Lew C. Bauman, 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 Minute Book 73 on October 10, 2006.

Dated: October 10, 2006

Lew C. Bauman, Clerk of the Board of Supervisors,
County of Monterey, State of California

By


Cynthia Juarez, Deputy

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.

THIS AMENDMENT NO. 2 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 September 28, 2004 (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, the County and the CONTRACTOR wish to amend the Agreement to include additional services associated with the development of a Project Report to complete Caltrans requirements for the Project Approval and Environmental Determination phase of project development.

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

1. Amend Paragraph 1, "Services to Be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1 and A-2, in conformity with the terms of this Agreement. The services are generally described as follows: Provide a Caltrans approved Project Study Report (PSR) for the necessary intersection improvements at the intersection of State Route 68 and Corral De Tierra Road, additional services associated with the preparation of the Project Study Report (PSR) including additional conceptual engineering studies, an additional alternative in the PSR, additional traffic analysis, additional project management activities, additional preliminary environmental review, and additional services associated with the development of a Project Report to complete Caltrans requirements for the Project Approval and Environmental Determination phase of project development.

2. 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, A-1 and A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$373,089.02.

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

The term of this Agreement is from September 1, 2004 to December 31, 2007, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2 Scope of Services/Payment Provisions".
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 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. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: 

Purchasing Manager

Date: 11-30-06

PO # C3007046

CONTRACTOR

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

By: 

(Signature of Chair, President or Vice President)

STEVE BALBIERZ

Its: VICE PRESIDENT

(Name and Title)

Date: 9/1/06

By: 

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

Its: CFO, WFC Ferguson

(Name and Title)

Date: 9/1/06

Approved as to Form, County Counsel

By: 

Deputy County Counsel

Date: August 22, 2006

Approved as to Fiscal Provisions, Auditor-Controller

By: 

Date: 9/7/06

Approved as to Indemnity and Insurance Provisions, Risk Management

By: 

Date: 9/14/06

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

CORRAL DE TIERRA ROAD / ROUTE 68 INTERSECTION OPERATIONAL IMPROVEMENTS

PROJECT REPORT AND ENVIRONMENTAL DOCUMENT

SCOPE OF SERVICES

Monterey County has recently completed preparation of a Project Study Report (PSR) that identified two alternatives to improve the operation of the intersection of Corral de Tierra Road with State Route 68. This scope is intended to outline professional services to further develop this project by obtaining environmental clearance and Caltrans approval to construct these operational improvements. This will involve the development of a Project Report to complete Caltrans requirements for the Project Approval and Environmental Determination (PA&ED) phase of project development. The Project Report will define the features of the project so that the project construction documents can be prepared in a subsequent "Design" phase. It is anticipated that federal funds may be used for construction of the proposed project. Therefore, the project will need to be environmentally cleared under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Both alternatives identified in the PSR would widen SR-68 on the north side to accommodate a second left-turn lane from westbound SR-68 to southbound Corral de Tierra Road. In both alternatives Corral de Tierra Road would be widened on the east side to accommodate a second southbound lane to receive vehicles from the dual left-turn lane, and to lengthen the northbound right-turn lane. The traffic signal system at the intersection is to be modified to accommodate the revised lane configuration. Restriping to accommodate the new lane configuration will also be required. The alternatives differ in the configuration of turn lanes to and from driveways to the east of the Corral de Tierra Intersection. Since the operational characteristics and environmental impacts of the two alternatives are expected to be similar, we anticipate that Caltrans' safety and standards compliance considerations will have to be balanced against the County's driveway access considerations in order to select the preferred project alternative.

Right of Way will need to be acquired for widening SR-68 on the north side to the east of the intersection. Corral de Tierra Road will be widened on the east side within existing County right of way.

The Wood Rodgers Team will prepare the environmental documentation and Project Report to obtain Caltrans approval of the project features through the following tasks:

PROJECT MANAGEMENT

This continuous activity commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. Key elements of our project management program include regular progress reports and meetings with Monterey County, work progress direction and monitoring, coordination, and communications. All coordination will be with the Monterey County Project Manager. The Wood Rodgers Project Manager will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget. Quality Control is also a part of project management.

Kick-off and Project Development Team Meetings: A project kick-off meeting will be scheduled as soon as practical after Notice to Proceed. This meeting should include representatives of Monterey County, Caltrans District 5, Wood Rodgers, and subconsultants, who will constitute the Project Development Team (PDT). This meeting will be used to establish lines of communication, review the project scope of work, finalize the schedule, and identify key project goals and issues. A written request for a state encroachment permit to perform field work related to geotechnical

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

investigation and environmental studies within state right of way will also be presented at the kick-off meeting.

During the PA&ED phase of project development, PDT meetings will be held monthly or as required to discuss project issues, work progress, budget status, and a checklist of key project tasks. A total of five meetings are anticipated during the PA&ED phase. LSA will attend up to four meetings, including the project kickoff meeting and three progress meetings. Wood Rodgers will prepare the meeting agendas in consultation with the County's Project Manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five days after the meeting.

Project Schedule: Wood Rodgers will develop and maintain a comprehensive Critical Path Method (CPM) schedule for the project development process. A global CPM schedule will be prepared for all tasks necessary to take the project through to Construction. This schedule will be updated once a month or as necessary to show the master schedule and the actual progress schedule. The schedule will be in Gantt format.

Oversight, Progress Reporting, etc.: Wood Rodgers' project management program includes regular progress reports, work progress monitoring and cost control, coordination, and communication. This task includes project management for a project schedule of up to one year from the Notice to Proceed. If the project schedule exceeds one year, the budget may need to be modified accordingly. Wood Rodgers' Project Manager is responsible for providing oversight and the controls necessary to ensure that assignments are completed within the budget and schedule for development of the Environmental Documentation and Project Report for this project. Once project protocol is defined, the Wood Rodgers Project Manager will maintain close contact with the County of Monterey's Project Manager and the members of the Wood Rodgers Project Team. The Project Manager will act as the principal liaison between the County and the Project Team.

Written progress reports will be submitted monthly to the County of Monterey with monthly invoices. These progress reports will present work progress by project activity/task. Progress will be presented by comparison of work hours expended to estimated work product completed and the baseline project schedule. This report will include a discussion of issues requiring action or decisions that may impact project deliverables, schedule and budget, and anticipated work for the following month.

Quality Assurance/Quality Control: Quality Assurance (QA) at Wood Rodgers is a project-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing an acceptable level of quality. Quality Control (QC) consists of task specific activities that apply the QA policies at each level to maintain an acceptable level of quality through the application of sound project management, guidance and review.

Prior to the submittal of any draft or final document to the County, a senior staff engineer will complete a QA/QC review. The reviewer will verify that the documents are prepared in conformance with the contract requirements and generally accepted professional standards of engineering. Wood Rodgers' Project Manager has the general responsibility for ensuring that all elements of the QA/QC are complied with, including that adequate resources are available to perform quality work. Each and every member team member is responsible for ensuring quality as an integral part of his/her overall responsibility. The senior staff review is an additional check, the final QC review prior to making a submittal.

EXHIBIT A – 2 – SCOPE OF SERVICES / PAYMENT PROVISIONS

Our approach to QA/QC, combined with active coordination early in the analysis and design process with the County and third party interests will ensure that project requirements are met, thus avoiding costly design iterations, contract addenda, and change orders.

MILESTONE 1 – ENVIRONMENTAL DOCUMENT

Milestone Description

The tasks identified below outline the work program identified in the Preliminary Environmental Assessment Report (PEAR) prepared by LSA, Associates, February 2006. The PEAR defined the proposed environmental scope of services and process for environmental clearance of the project under both CEQA and NEPA. The level of effort is based on a Categorical Exemption (CE) with studies as the CEQA document and a Categorical Exclusion (CE) for NEPA clearance.

Anticipated Environmental Approval

It is anticipated that the CEQA environmental documentation necessary for the proposed project will be a Categorical Exemption (CE) under Class I (Article 19, Section 15301). However, the type of documentation is dependent on the project's ultimate impact on jurisdictional waters, listed species, oak trees, and historical structures. The potential for impacts to the two unnamed drainages located within the project area cannot be accurately determined at this stage of the project development. If it is determined that there would be impacts to those drainages, and mitigation would be needed, a higher-level CEQA document (likely a Mitigated Negative Declaration) may be required.

Additionally, this scope assumes that the replacement of oak trees will be treated as a project feature; not as a mitigation measure. If oak tree replacement is treated as a mitigation measure, a higher-level CEQA document (e.g. a Mitigated Negative Declaration) may be required.

If federal funds were obtained for this project, it would be necessary to comply with NEPA in addition to CEQA. It is anticipated that the NEPA environmental documentation would be a Categorical Exclusion (CE) if no significant environmental impacts are determined to result from the proposed project. If any of the technical studies result in the need for higher-level CEQA and NEPA environmental documents, the scope and budget would need to be modified accordingly.

Task 1.1: Environmental Initiation

If required, LSA and Wood Rodgers will meet with Monterey County Department of Public Works (County) staff and Caltrans to discuss the project description and schedule and issues and impacts of the project. During this task, LSA will review existing information and participate in a field review of the project site with the County and Caltrans (and FHWA, if required). Because the project may impact an unnamed drainage and because there is potential for sensitive biological resources to occur in the project vicinity (see Task 3.1), an LSA biologist will attend the field review meeting. LSA recommends that a Caltrans biologist also be invited to attend the field meeting. Items needed for this task include: 1) base topographical map; 2) vertical aerial photograph; and 3) limits of work. These items should be provided to LSA at a scale of 1" = 200' or larger.

Task 1.2: Technical Reports

In accordance with Caltrans and FHWA current procedures and guidelines, LSA will prepare the required technical reports for the project in support of the CE/CE. The proposed scope of these environmental studies is consistent with the PEAR prepared by LSA (February 2006). The level of effort assumes two rounds of Caltrans review with the first round for major comments and the second round for minor cleanup (e.g. no substantial new work required). This scope and budget are based on evaluation of two Build Alternatives and the No Build Alternative.

EXHIBIT A – 2 – SCOPE OF SERVICES / PAYMENT PROVISIONS

Task 1.2.1: Natural Environment Study (NES).

A NES will be prepared in accordance with recent Caltrans guidelines (October, 2005). The NES describes the biological resources present in the project area and evaluates project effects to those resources. A key objective of the NES is to identify any special status plant or wildlife species or sensitive habitats that may be affected by the project. Based on the data we collected during preparation of the PEAR and our knowledge of the project area, sensitive biological resources potentially occurring in the project area include California red-legged frog, Congdon's tarplant, oak woodlands, and wetlands and/or other jurisdictional waters.

LSA will request a list of special status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base and California Native Plant Society Online Database. As part of this process, LSA biologists will informally coordinate with the California Department of Fish and Game (CDFG) and USFWS, as necessary, regarding the potential presence of special status species on the project site.

LSA proposes to conduct the following field surveys:

- One (1) general field survey to map plant communities and assess habitat conditions, conduct a tree inventory, and evaluate potential impacts to sensitive biological resources from the proposed project.
- Two (2) focused plant surveys are also proposed to identify any special status plants that may occur on the project site. The surveys will be scheduled to ensure that any special status plants that may occur on the project site are readily identifiable during one or both of the surveys. Plant communities will be mapped during the plant surveys.
- A one (1) day visit to perform a jurisdictional waters delineation of the project site to determine any areas potentially subject to regulation by the U.S. Army Corps of Engineers (Corps) and/or Central Coast Regional Water Quality Control Board (e.g., tributaries to El Toro Creek). The limits of CDFG jurisdiction will also be delineated. *Note: The delineation should be considered preliminary until verified by the Corps.*
- Since the project is located within the range of CRLF and potential habitat appears to occur in the project area, it will be necessary to prepare a CRLF habitat assessment in accordance with the USFWS *Revised Guidance on Site Assessment and Field Surveys for California Red-legged Frogs*, dated August 2005. The assessment is required by the USFWS to evaluate the suitability of the habitat in terms of vegetative composition, presence of predatory species, surrounding land uses, and known occurrences within the vicinity. The site assessment is generally submitted to the USFWS for review and guidance during the Section 7 consultation.

In addition, due to the presence of potentially suitable habitat for CRLF in the project area, this species could potentially occur in the project area. Consequently, we propose to conduct protocol presence/absence surveys in accordance with the USFWS's revised guidelines, (August 2005). Protocol surveys include a maximum of eight (8) surveys, six (6) conducted during the breeding season (January through June) and two (2) conducted during the non-breeding season (July through September). *Note: If USFWS does not require protocol surveys for CRLF (i.e., they assume the presence of CRLF), this portion of LSA's scope and budget will be omitted. We have included the surveys in the scope and budget in the likely event that they will be required.*

One or more of these surveys may be combined for efficiency. No additional surveys are proposed.

The results of the field studies will be documented in the NES. The NES will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized

EXHIBIT A – 2 – SCOPE OF SERVICES / PAYMENT PROVISIONS

vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The results of the jurisdictional delineation will also be incorporated into the NES. The NES will include an assessment of project impacts on the biological resources present, and recommended mitigation measures where appropriate. Project impacts will be identified and the significance of both direct and indirect impacts will be assessed on both a project level and cumulative basis.

The project may affect California red-legged frog, a federally threatened species. Consequently, it may be necessary to prepare a Biological Assessment (BA) in accordance with Caltrans guidance (October 2005) to facilitate consultation with USFWS pursuant to Section 7 of the Endangered Species Act. For purposes of this scope, we are assuming it will be necessary to prepare a BA for California red-legged frog.

During work on an adjacent project, LSA coordinated with CDFG regarding listed anadromous salmonids occurring in the El Toro Creek and its tributaries (one of which occurs in the project area). CDFG determined that El Toro Creek was not suitable habitat for anadromous salmonids; consequently, these species are not expected to occur in the project area.

The project could result in the removal of several Coast live oak trees and/or other trees. If oak trees will be impacted, replacement will be required for the loss of any oak trees. This scope assumes replacement of oaks if necessary will be treated as a project feature, not as mitigation. If the replacement is treated as mitigation, a higher level of CEQA document may be required. LSA will work with the project team to identify suitable on-site, or if necessary, off-site planting areas to replace removed oak trees. Since the number of oak or other species of trees to be removed and the availability of suitable replacement sites are not known, it is not possible to accurately determine the level of effort needed to complete this task. Based on similar experiences on nearby projects, we have budgeted 30 hours to assist the County in locating a suitable oak tree replacement area.

LSA will prepare the draft NES for submittal to the County and/or other members of the project team for review (this submittal will be done electronically). Following the internal review, the draft NES will be prepared and submitted to Caltrans for review. Following revisions to the draft NES, the final NES will be prepared in conjunction with the draft BA. These two documents will then be submitted to Caltrans for review. Following revisions to the draft BA, the final BA will be prepared and submitted to Caltrans. Based on our experience working with Caltrans on projects requiring both an NES and a BA, this is the most efficient way to complete the process. We have budgeted for a maximum of 30 hours for responding to comments generated during the NES and BA review process.

Task 1.2.2: Air Quality Impact Analysis.

The project area falls within the North Central Coast Air Basin portion of Monterey County, which is administered by the Monterey Bay Unified Air Pollution Control District (MBUAPCD). LSA will prepare an air quality analysis fully in accordance with the requirements of Caltrans and the MBUAPCD. Each component of the analysis is discussed below.

Air Quality Setting. LSA will gather and summarize necessary data from the Western Regional Climate Center, the California Air Resources Board (ARB), and the MBUAPCD to define the physical air quality context of the project site, its immediate environs, and the North Central Coast Air Basin.

Construction Impacts. Emissions associated with construction equipment and activities during project construction will be calculated commensurate with available project specific data. The emissions calculated will be compared to the MBUAPCD thresholds.

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

Operational Impacts. It is anticipated that the proposed project will not generate new regional vehicular trips. Rather, it will reduce the vehicle delay and reduce emissions.

LSA will prepare a screening analysis following procedures identified in Caltrans Project Level CO Protocol to assess local carbon monoxide (CO) air quality impacts. If determined to be necessary, CALINE4 will be used to conduct detailed CO hot spot analysis, using project traffic data, at up to eight (8) representative locations in the vicinity of the project intersection. Caltrans CALINE4 computer model and the 1997 Project Level CO Protocol will be utilized to calculate one hour and eight hour CO concentrations. Projected CO concentrations will be compared to State and federal air quality standards to determine the significance of the potential impacts.

Conformity Analysis. A conformity analysis will be included in the analysis that assesses the project's conformity with local and regional air quality plan objectives. The project's inclusion in the currently conforming metropolitan transportation plan (MTP) and metropolitan transportation improvement program (MTIP) will be investigated. A conformity finding will be discussed in the air quality analysis.

Standard Measures. It is anticipated that the proposed project would have beneficial long term air quality effects, and no mitigation measures will be required for long term project operation. Standard dust control measures recommended by the MBUAPCD will be identified as part of the project components.

Task 1.2.3: Noise Impact Analysis.

LSA will prepare a technical noise analysis which will identify the impacts on existing and approved sensitive land uses adjacent to the proposed project, consistent with the guidelines provided in the Highway Traffic Noise Analysis and Abatement Policy and Guidance (FHWA, June 1995) and Traffic Noise Analysis Protocol (Protocol) for New Highway Construction and Reconstruction Projects and its Technical Noise Supplement (TeNS) (Caltrans, October 1998). In addition, the noise ordinance of Monterey County will also be identified to regulate the construction and demolition impacts where applicable. Each component of the analysis is discussed below.

Setting. Ambient noise monitoring will be conducted at representative receptor locations, based on the selection guidelines identified in Caltrans Traffic Noise Analysis Protocol. Ambient noise monitoring will be conducted at up to 3 locations in the project vicinity.

Impacts and Mitigation Measures. Short term project related noise impacts would occur during the construction of the proposed project. Long term noise impacts would be generated by vehicular traffic using the intersection after its completion. It is not expected that the project would cause increased traffic volumes in the project area. However, the project has the potential to move vehicular traffic closer to sensitive receptors along the alignment. To assess the potential noise impacts, the following subtasks would be undertaken:

- Analyze noise impacts during construction based on available construction information provided to LSA. Use Caltrans or EPA published noise emission levels for construction equipment noise impact assessment. Evaluate construction noise impact in terms of maximum levels (L_{max}) and/or equivalent continuous noise levels (L_{eq}) and their frequency of occurrence at existing sensitive receptor locations in the project vicinity. The study will also assess the potential noise impacts associated with nighttime construction activities. The analysis requirements are based on the sensitivity of the area and Caltrans' as well as Monterey County's noise regulations.
- The proposed alignment could potentially move traffic closer to sensitive receptors along the alignment. The existing and future noise levels will be assessed using the traffic noise impact

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

screening procedure outlined in section N-4000 of the TeNS. If the proposed project fails the screening analysis a detailed analysis will be performed as outlined in section N-5000 of the TeNS. A separate scope of work and budget estimate would be prepared in the event that a detailed analysis is required.

If the future with project noise levels are estimated to approach or exceed the Noise Abatement Criteria (NAC) established by the FHWA, mitigation measures, such as sound barriers, will be analyzed. The feasibility and reasonableness of any necessary abatement measures will be assessed.

Task 1.2.4: Cultural Resources.

Records Search. LSA will conduct an archaeological and historical records review and literature search through the Northwest Information Center of the California Historical Resources Information System. All pertinent references will be reviewed, and the extent of previously recorded sites, surveys, and excavations within the project area will be determined. All information will be summarized in the cultural resources technical report.

Native American Consultation. At the direction of the Lead Agency, LSA will conduct Native American Consultation. This will include contacting the Native American Heritage Commission for a search of their Sacred Lands File and a list of knowledgeable parties. All knowledgeable parties will receive a letter describing the project and inviting comments on cultural resource concerns. The letters will be followed up with a telephone call.

Area of Potential Effects Map. LSA will assist in the preparation of the Area of Potential Effects (APE) map per the *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act* (Caltrans 2004). Wood Rodgers will prepare the map graphics. The map will be submitted to Caltrans and FHWA for approval and signatures. The APE will be the designated survey area for the project.

Archaeological Field Survey. LSA will conduct a field survey to identify archaeological cultural resources within the APE.

Reports. LSA will prepare an Archaeological Survey Report (ASR) that presents the results of the records search, Native American consultation, and archaeological field survey. LSA will also prepare a Historic Property Survey Report (HPSR) to serve as a cover document that summarizes the results of the ASR. The HPSR demonstrates to Caltrans and, if needed, the Federal Highway Administration, that the project's Section 106 cultural resource identification responsibilities have been met.

This scope of work is based on negative archaeological findings and recording and evaluation of up to three architectural properties.

An optional task is described subsequently in this Scope of Services to prepare an Historic Resources Evaluation Report (HRER) in the event that Caltrans includes the Guidotti ranch in an Architectural APE. The ranch may need to be evaluated for National Register of Historic Places eligibility.

Task 1.2.5: Hazardous Waste Investigations.

LSA will update the Initial Site Assessment (ISA) prepared during the Project Study Report phase to report the results of sampling and testing (described below), document any changes in potential hazardous waste sites located within the project study area, as well as any facilities located within the

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

project study area that store, transfer, or utilize large quantities of hazardous materials. LSA's work effort for this task will include the following:

- LSA will conduct an agency records search to identify all hazardous waste sites located within the project study area and classified as hazardous waste under State law. The records search will also identify business types located within the project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from records maintained by the Regional Water Quality Control Board, the State of California Department of Health, Monterey County, and other appropriate agencies. LSA will utilize a database service to perform this search.
- LSA will conduct a visual survey of the project area via available access (as authorized by the County and Caltrans) to identify any obvious area of hazardous waste contamination.
- If hazardous waste sites are identified within the project area (via governmental records and/or the visual survey), LSA will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.
- Potential hazardous waste sites located within the project area will be investigated per information available from local and/or State agencies. Previously obtained historical aerial photographs will be included in the updated ISA.

LSA will also summarize and attach to the ISA, report(s) of sampling and investigations conducted by Geocon Consultants (under separate contract to Wood Rodgers), which will include the following tasks:

- Sampling and soil testing for Aerially Deposited Lead from auto exhaust.
- Preliminary Site Investigations for the former Corral de Tierra Exxon gasoline station and the active Corral de Tierra gasoline station.
- If groundwater is within 20 feet of the ground surface, Geocon Consultants will conduct groundwater sampling and testing for hydrocarbons and other constituents of gasoline.
- Summarize findings in a report to be submitted for Caltrans review and approval.

This program will include the following activities:

1.2.5-a Work Plan and Health and Safety Plan: Geocon will prepare a Health and Safety Plan to provide guidelines on the use of personal protective equipment and safety procedures for the proposed investigation. The workplan will be provided to Caltrans for review and approval. Geocon will also obtain an encroachment permit from Caltrans for field work in the State right of way.

1.2.5-b ADL Field sampling: Geocon will advance up to 16 soil borings using hand-auger techniques to a maximum depth of approximately 2.5 feet below the ground surface (bgs). Traffic control will be provided as necessary. All soil borings locations will be surveyed using GPS. Soil samples will be collected from each borehole at approximate depth intervals of surface to 0.5 foot, 1 to 1.5 feet, and 2 to 2.5 feet bgs. Soil samples collected for analysis will be sealed, labeled, and transported to the analytical laboratory for chemical analysis. The completed soil boreholes will be backfilled to surface with the soil cuttings. The soil samples will be transported utilizing standard chain-of-custody documentation. Sampling equipment will be cleansed between each sample by washing the equipment with an Alconox™ or Liquinox™ solution followed by a double rinse with deionized water. The decontamination liquid will be disposed of at the site in such a manner so as not to flow into storm drains or streams. Geocon will provide quality assurance/quality control procedures during the field

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

activities including chain-of-custody documentation for each sample transferred to the laboratory.

1.2.5-c ADL Laboratory Analyses: Soil samples will be analyzed for total lead following EPA Test Method 6010. Soil samples that exhibit total lead concentrations equal to or greater than 50 mg/kg will be analyzed using the Waste Extraction Test (WET) procedure followed by the WET analysis following EPA Test Method 7000. Soil samples that exhibit soluble (WET) lead concentrations greater than 5 mg/l will be analyzed for soluble lead via WET procedures using deionized water (DI-WET). Toxicity Characteristic Leaching Procedure (TCLP) methods may also be conducted on soil samples that exhibit soluble (WET) lead concentrations greater than 5 mg/l and total lead concentrations greater than 100 mg/kg. Up to a total of 48 total lead, 20 soluble lead, and 5 pH analyses are included in the project scope and fee. All samples will be analyzed under a standard (2-week) turn-around-time (following sample submittal to the laboratory).

1.2.5-c ADL Report Preparation: Geocon will prepare an ADL investigation report to transmit the field observations, laboratory data, data evaluation, and conclusions. A statistical analysis will be performed on the soil sample results from to determine soil classification and disposal options. A draft report will be provided for Caltrans and County review, and any review comments will be addressed in a final ADL report.

1.2.5-d Site Investigations at Gas Stations: If necessary, Geocon will advance up to four direct-push borings (two at each gas station), and collect one soil sample from each boring. If groundwater is encountered within 20 feet of the surface, one grab-groundwater sample will be collected from each boring. These samples will be analyzed for TPHg/BMEX/MTBE, TPHd/mo, and CAM17 metals.

1.2.5-e Site investigation for PCBs: If any evidence of past or present transformer leak(s) is detected, up to four near-surface soil samples will be obtained and analyzed for PCBs.

Task 1.2.6: Scenic Resource Evaluation.

This project is on SR-68, a designated State Scenic Highway, and as such will require special consideration of aesthetic issues. LSA will prepare a Scenic Resource Evaluation (SRE) for the project to address how the project will affect the existing visual setting. Key issues to be addressed in the SRE are removal of any trees, cuts, construction of retaining walls, construction of sound barriers (if warranted), and widening of the Corral de Tierra Road intersection with SR-68. Trees to be removed by the project (those over four inches in diameter at approximately breast height) will be counted, and the number and species of trees to be removed will be documented in the SRE. The SRE will describe the existing visual characteristics of the project site and identify any significant visual resources (e.g., trees, rock outcroppings, or historic structures). Potential visual impacts from project construction will be evaluated through the use of ground level photographs from viewpoints near the project site. Impacts will be assessed in terms of views from the road and of the road, as well as the sensitivity of viewers. Mitigation measures or project features will be recommended, if necessary, to reduce any substantial visual impacts. This scope of work provides for the preparation of two view simulations that will allow comparison of the existing site conditions with the anticipated post project condition. The key views to be used as the basis for view simulations and the draft view simulations will be approved by the project development team prior to preparation of the SRE.

Task 1.2.7: Paleontological Resources.

At this time, the potential for the project to impact significant, nonrenewable paleontological resources is undetermined. However, California state geologic map sheets and university records

EXHIBIT A – 2 – SCOPE OF SERVICES / PAYMENT PROVISIONS

searches indicate that there are geologic formations in the vicinity of the proposed project that have the potential to contain significant, nonrenewable paleontological resources. Since the project as proposed has the potential to impact these resources, this scope of services includes a field inspection of the site and preparation of a Paleontological Investigation Report (PIR). The field visit will compare the project design to the depths and locations of potentially fossiliferous formations. If the PIR determines that there is potential for the project to impact paleontological resources, a Paleontological Evaluation Report (PER) will be prepared. If the PER concludes that potentially significant paleontological resources would be impacted by the project, a site-specific Paleontological Mitigation Plan (PMP) will be prepared. This plan would include, but not be limited to, excavation monitoring and fossil salvage, fossil preparation and identification, repository curation and a Paleontological Mitigation Report (PMR). Compliance with these recommendations will ensure that impacts to paleontological resources remain below a level of significance. This scope of work includes a field investigation and preparation of the PIR. A separate scope and budget estimate will be provided for a PER, PMP, and other documents, if determined to be necessary.

Task 1.2.8: Water Quality Water Quality Assessment Report.

LSA will prepare a Water Quality Assessment Report to address the impacts of the intersection improvements on water quality based on current Caltrans guidelines [Environmental Handbook Volume 1, Chapter 9, Water Quality (these guidelines are currently undergoing revisions)]. The report will discuss receiving waters conditions, objectives, and beneficial uses as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan (SWMP). This scope of work assumes two drafts and one final report.

Task 1.3: CEQA Categorical Exemption (CE)

Following approval of the draft technical studies LSA will prepare a Draft Notice of Exemption (NOE). The Draft NOE will be submitted to Wood Rodgers, the County, and Caltrans for review. LSA will revise the NOE per Wood Rodgers, County, and Caltrans comments and the NOE will be submitted to the Caltrans for signature. Following Caltrans approval and signature of the NOE LSA will file the NOE with the County Clerk's office and the State Office of Planning and Research. After the NOE is posted at the County Clerk's Office for a period of 30 days, it will be returned to LSA and will become part of the legal record for the project.

Task 1.4: NEPA Categorical Exclusion (CE)

Following approval of the CEQA ND by Caltrans, LSA will prepare a Categorical Exclusion per NEPA requirements. The Categorical Exclusion, including the approved technical studies as backup, will be submitted for approval by Caltrans and FHWA.

MILESTONE 2 – PROJECT APPROVAL

Milestone Description

Based on the features selected by the County and Caltrans, the Wood Rodgers Team will prepare a Project Report to obtain Caltrans approval of the project. The development of the Project Report will occur in parallel with the development of the environmental documentation, since information from the engineering technical studies will be needed to properly evaluate the environmental impacts of the

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

project, and the completed environmental documentation will be required prior to the approval of the Project Report.

The following tasks are required for the development of the Project Report:

Task 2.1: Conceptual Geometric Drawing

Wood Rodgers will prepare a 100-scale Conceptual Geometric Drawing (CGD) of the project improvements for Caltrans and County review and approval. The CGD shall include at minimum existing topographic and planimetric mapping prepared for the Project Study Report, calculated rights of way line and centerlines, mathematized geometric layouts, and typical sections. The most recent information available regarding adjacent projects (e.g., the Cypress Community Church driveway relocation project, the San Benancio Road Intersection project, and the proposed shopping center) will be incorporated as appropriate. The design will comply with Caltrans standards as defined by the current edition of the Highway Design Manual to the fullest practical extent. The CGD will be identified as the 30% plans for utility coordination.

Deliverables:

- a) Conceptual Geometric Drawing (10 copies assumed)
- b) Typical roadway cross sections on separate 8½" x 11" sheets (5 copies assumed).

Task 2.2: Traffic Engineering

Task 2.2.1: Traffic Operational Analysis Report:

Wood Rodgers will analyze traffic operations and prepare a summary Traffic Study report based on available existing traffic volumes. No new traffic counts or forecasts are included in this scope.

Task 2.2.2: Traffic Signal, Striping and Signing Concept:

Wood Rodgers will develop a conceptual traffic signal plan for the Corral de Tierra Road / SR-68 intersection. This concept plans will include lane assignments and preliminary phasing concepts based on analysis with SYNCHRO software. This will include an evaluation of peak-hour levels of service and left-and right-turn lane storage length requirements. Conceptual pavement delineation and signing on the project roadways will be shown on the concept plan.

Deliverables:

- a) 3 copies of traffic signal concept plans.
- b) 3 copies of summary Traffic Study report.

Task 2.3: Geotechnical Design and Materials Report for Roadways:

Parikh Consultants Inc. (PCI) will perform an investigation and prepare a report for the design and construction of the pavement widenings on the north side of SR-68 and the east side of Corral de Tierra Road. No retaining walls or sound walls are anticipated in this project. Preparation of the geotechnical design and materials report will involve the following sub-tasks:

Task 2.3.1 Research and Data Collection:

PCI will review readily available geologic and soil literature in the vicinity of the site, including as-built drawings and existing Logs of Test Borings (LOTB). PCI will comply with Caltrans Encroachment Permit requirements and obtain USA clearance for underground utilities at boring locations.

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

Task 2.3.2 Field Exploration:

For the proposed project, PCI will plan a judicious program to obtain the necessary soil samples without excessive drilling costs. This is anticipated to include drilling six borings to a depth of 5 ft deep to provide an evaluation of subsurface conditions for the design and construction of roadway pavements. Traffic control will be provided as necessary. No night work is assumed.

PCI will classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling, and obtain "relatively undisturbed" and bulk samples of substrata from the test borings for laboratory testing. The borings will be drilled and backfilled with soil cuttings in accordance with the Caltrans encroachment permit requirements and County requirements, as applicable. Soil cuttings will be dispersed in the field (no off-hauling is anticipated).

Task 2.3.3 Laboratory Testing:

PCI will perform laboratory tests on representative soil samples such as moisture density, unconfined compression, consolidation, gradation analyses, R-value tests, corrosion tests and Plasticity Index test, as necessary.

Task 2.3.4 Soils Analysis/Evaluation:

PCI will perform engineering analyses and develop design recommendations for the proposed pavements.

Task 2.3.5 Prepare Draft Geotechnical Design and Materials Report:

PCI will prepare preliminary recommendations for pipe culverts, embankments/cuts and pavement design for use by the design team and review by the County and Caltrans.

Task 2.3.6 Prepare Final Geotechnical Design and Materials Report:

PCI will prepare a detailed report, including design recommendations for pavement design, embankment/cut slopes and pipe culvert corrosion protection. Any comments on the draft report will be addressed in the final report. Logs of test borings will also be provided in the Geotechnical Design and Materials Report. Unless otherwise specified, standard-format LOTB will be provided.

Task 2.4: Preliminary Drainage Report

Wood Rodgers will prepare a Preliminary Drainage Report that identifies existing drainage systems and will contain the hydrology and hydraulic design criteria, the results of hydrology analysis, conceptual drainage modification plans, and a preliminary cost estimate. The results of a field review of existing conditions and recommendations for rehabilitation, if required, will be incorporated. The Preliminary Drainage Report will be submitted to the County and Caltrans for review, and any resulting comments will be addressed in the final Drainage Report.

Deliverable: 5 copies of Preliminary Drainage Report

Task 2.5: Identify Utility Relocation Requirements

Wood Rodgers obtained utility facility maps from potentially-affected utility owners in 2004 during PSR preparation. During Project Report preparation, we will contact and provide them with a copy of the approved Conceptual Geometric Drawings for the project with the utility facilities so that they can verify the location of their facilities, any impacts to their facilities can be identified and/or they can make appropriate plans for their facilities. Wood Rodgers will update utility facility mapping in accordance with any updated information supplied by the utility owners. Two sets of Geometric Drawings showing the utility information gathered as a result of the Conceptual Geometric Drawing submittal will be provided to each utility owner as an attachment to the transmittal letter. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate

EXHIBIT A – 2 – SCOPE OF SERVICES / PAYMENT PROVISIONS

whether any future utility facilities are proposed in the area. A copy of the utility data obtained from utility owners will be provided to the County and the original will be kept in the project files. Information on existing utilities obtained as a result of the Approved Conceptual Geometric Drawing submittal will be used to identify potential utility conflicts and to develop a strategy for resolving those conflicts.

Deliverables:

- a) 5 copies of utility impact plans.
- b) Letter report on utility issues.

Task 2.6: Design Standards Compliance

Wood Rodgers will analyze the design for compliance with applicable Caltrans design standards contained in the current edition of the Highway Design Manual (HDM). At this point we do not anticipate that this project will introduce any non-standard design features, and we assume that any existing exceptions to Caltrans design standards have previously been documented with a Design Exception Fact Sheet. Therefore, this scope does not include preparation of a Design Exception Fact Sheet. If Fact Sheet(s) become necessary, additional budget will be required.

Task 2.7: Update Right of Way Data Sheet & Utility Information Sheet

Tarvin and Associates will update the R/W Data sheet(s) that they prepared for the PSR for this project. Services to be provided will include the following:

- Perform market survey and analysis
- Gather Title and Property Data
- Prepare right of way costs estimate for study purposes, with focus on the following:
 - Right of Way Acquisition (land and improvements) including possible severance damages, and/or excess lands.
 - Right of Way Clearance and demolition costs and possible salvage
 - Title and Escrow fees
 - Construction Contract Work
- Assemble appropriate data and report in a Right of Way Data Sheet format

The Wood Rodgers Team will also update the Utility Information Sheets prepared for the PSR, on the basis of the information gathered under "Identify Utility Relocation Requirements", above.

Task 2.8: Prepare Cost Estimates

Wood Rodgers will estimate quantities of work (e.g., earthwork, building materials, traffic signal equipment) to construct the proposed project and will estimate the construction cost on the basis of contract prices paid for similar items of work on similar projects as reported in Caltrans' Contract Cost Data book. The estimate will be formatted in accordance with Caltrans guidelines for the Preliminary Project Cost Estimate Summary to be incorporated in a Project Report, including the appropriate factor for contingencies. Cost estimates for environmental mitigation, right of way acquisition and utility relocation will also be incorporated in the cost estimate summary.

Task 2.9: Draft Project Report

Wood Rodgers will prepare the Draft Project Report in accordance with the Guidelines for Project Reports in the Caltrans "Project Development Procedures Manual". The Draft PR will bear the stamp and seal of the registered civil engineer responsible for its preparation, and will discuss the background of the project, the need and purpose, the viable alternatives for the project, the

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

engineering features proposed for the project, utility involvement, highway planting, cost estimates, right of way issues, environmental issues, public involvement and requirements for a public hearing, and issues related to construction of the project such as the need for detours. The draft Project Report will be illustrated with a Vicinity Map, the geometric plans of the viable alternatives, and tables of significant data. A copy of the draft Environmental Document will be attached to or circulated with the draft Project Report. The technical information developed in tasks 2.1 through 2.9, above, will be incorporated or attached to the Project Report as appropriate.

County/Caltrans Review: The Draft Project Report will be circulated within Monterey County and Caltrans for review and comment. The Wood Rodgers Team will address all review comments in writing and make necessary revisions to the Draft Project Report. The Draft Project Report will then be submitted to Caltrans for approval to circulate the Draft Environmental Document for public review.

Deliverable: Draft Project Report (up to 50 copies, each submittal)

Task 2.10: Final Project Report

Task 2.10.1: Draft Final Project Report

When the public review process for the draft environmental document has been completed, Wood Rodgers will make any indicated revisions to the Draft Project Report, and add a discussion of the results of the environmental process to the text of the Project Report. This will include the description of the Preferred Alternative for the project. The Recommendation section of the PR will recommend Caltrans approval of the project on the basis of the Preferred Alternative. The Alternatives section of the PR will differentiate between the Preferred Alternative and the other alternatives considered for the project.

Deliverable: Draft final Project Report (up to 100 hard copies and CD-ROM)

Task 2.10.2: Project Report Approval:

The draft final Project Report will be circulated within Monterey County and Caltrans for review and comment. The Wood Rodgers Team will address all review comments in writing and make necessary revisions to the Project Report. The Project Report will then be submitted to Caltrans for approval. Once approval has been received, Wood Rodgers will produce the required number of copies for County and Caltrans files.

Deliverable: Approved Project Report (up to 100 hard copies and CD-ROM)

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

Wood Rodgers Inc.
Compensation for Professional Engineering Services
for

Corral de Tierra Road at State Route 68 PSR

County of Monterey

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	99	\$185.00	\$18,315.00
Engineer III	328	\$125.00	\$41,000.00
Assistant Engineer/CAD Technician	134	\$95.00	\$12,730.00
Administrative Assistant	52	\$60.00	\$3,120.00
Total - Direct Labor	613		\$75,165.00
<u>OTHER COSTS</u>			
• Direct Costs			\$1,000.00

TOTAL - Wood Rodgers **\$76,165.00**

SUBCONSULTANTS

• LSA Associates, Inc. - Environmental	\$129,380.00
• Geocon Consultants, Inc. - Haz Mat Investigation	\$17,061.00
• Parikh Consultants, Inc. - Geotechnical	\$20,553.02
• Tarvin & Associates - Right of Way	\$6,000.00
<i>TOTAL - Subconsultants</i>	<u>\$172,994.02</u>

TOTAL COST NOT TO EXCEED **\$249,159.02**

EXHIBIT A - 2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

SUBCONSULTANT COST BREAKDOWN

• *LSA Associates, Inc. - Environmental*

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal	32	\$160.00	\$5,120.00
Associate/Project Mgr.	346	\$140.00	\$48,440.00
Analyst	657	\$85.00	\$55,845.00
Graphics/GIS	88	\$75.00	\$6,600.00
Word Processor	67	\$75.00	\$5,025.00
Total - Direct Labor	1190		\$121,030.00

OTHER COSTS

• Direct Costs \$8,350.00

LSA TOTAL \$129,380.00

• *Geocon Consultants, Inc. - Haz Mat Investigation*

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Senior Engineer	8	\$140.00	\$1,120.00
Project Engineer	32	\$115.00	\$3,680.00
Sr. Staff Engineer	8	\$105.00	\$840.00
Drafter	8	\$70.00	\$560.00
Word Processor	6	\$65.00	\$390.00
Total - Direct Labor	62		\$6,590.00

OTHER COSTS

• Direct Costs \$10,471.00

GEOCON TOTAL \$17,061.00

• *Parikh Consultants, Inc. - Geotechnical*

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Project Manager	13	\$178.82	\$2,324.66
Project Soils Engineer	41	\$125.21	\$5,133.61
Staff Engineer	40	\$85.99	\$3,439.60
Field Engineer	24	\$81.67	\$1,960.08
Technician	24	\$90.50	\$2,172.00
Drafter	10	\$65.15	\$651.50
Total - Direct Labor	152		\$15,681.45

OTHER COSTS

• Direct Costs \$4,871.57

PARIKH TOTAL \$20,553.02

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 3 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 September 28, 2004 (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 December 31, 2008 to provide continued services associated with the development of a Project Report to complete Caltrans requirements for the Project Approval and Environmental Determination phase for the intersection improvements at State Highway 68 and Corral de Tierra Road.

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

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

The term of this Agreement is from September 1, 2004 to December 31, 2008, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 8, "Indemnification", to read as follows:

To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.8, CONTRACTOR shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of CONTRACTOR or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify the County, its officers, agents, and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents, and employees. To the extent there is an obligation to indemnify under this Paragraph, CONTRACTOR shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONTRACTOR's negligence, recklessness, or willful misconduct.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 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. 3 to the Professional Services Agreement as of the day and year written below:


COUNTY OF MONTEREY

CONTRACTOR

By: 
Purchasing Manager

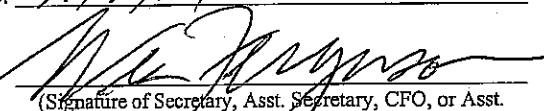
Date: 12-7-07

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

By: 
(Signature of Chair, President, or Vice-President)

Its: Timothy R. Lynch V.P.
(Name and Title)


Date: 11/7/07

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

Its: Wes Ferguson, CFO
(Name and Title)

Date: 11/8/07

Approved as to Form, County Counsel

By: 
Deputy County Counsel

Date: October 24, 2007

~~RISK MANAGEMENT,~~
~~COUNTY OF MONTEREY~~
Approved as to Indemnity and Insurance
Provisions, Risk Management
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: _____

Date: By: Hydia Schumaker
11-20-07

WOODRODGE1

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/07

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Wood Rodgers, Inc.
3301 C Street, Bldg 100B
Sacramento, CA 95816-3342

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	The Travelers Indemnity Co of CT
INSURER B:	Travelers Property Casualty Co of Am
INSURER C:	American Automobile Ins. Co.
INSURER D:	XL Specialty Insurance Co.
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES	10/01/07	10/01/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA5367L055 RECEIVED OCT 03 2007 RESOURCE MANAGEMENT AGENCY PUBLIC WORKS - ADMIN	10/01/07	10/01/08	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CUP7348Y112	10/01/07	10/01/08	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP80955113	10/01/07	10/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
D		OTHER Professional Liability	DPR9609056	10/01/07	10/01/08	\$5,000,000 per claim \$7,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Operations of the Named Insured.
(see attached endorsement)

CERTIFICATE HOLDER

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

CANCELLATION

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION~~
~~DATE THEREOF, THE ISSUING INSURER WILL ADVISE BY MAIL~~ 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT RISK IS NOT COVERED~~
~~AFTER THE DATE WHEN NOTICE IS GIVEN AND NO OTHER ACTION CAN BE TAKEN.~~

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 6805350L903

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 09/25/07

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):

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

PROJECT/LOCATION OF COVERED OPERATIONS:

All Operations of the Named Insured

1. WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule above as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If the injury or damage arises out of the performance by you or your subcontractor, of "your work" on or for the project, or at the location, shown in the Schedule above. Such person or organization does not qualify as an additional insured with respect to their independent acts or for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement

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

- a. This insurance does not apply to the rendering of or failure to render any "professional services".
- b. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in a "contract or agreement requiring insurance" 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 the Coverage Part.

3. 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 additional insured shown in the Schedule, the insurance provided to that additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with 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

COMMERCIAL GENERAL LIABILITY

other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

4. 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.

5. As respects the insurance provided to the additional insured by this endorsement, 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.

All other terms of your policy remain the same.

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

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.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

ARCHITECTS PLAN
COMMON POLICY DECLARATIONS

POLICY NUMBER: BA-5367L055-07-GRP *

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

1. NAMED INSURED AND MAILING ADDRESS:

* WOOD RODGERS INC.
3301 C ST BLDG 100B
SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/07 to 10/01/08 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS

Premises	Bldg.	Address
Loc. No.	No.	Occupancy

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE CDV PART DECLARATIONS CA TO 01 02 07 TCT

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:

DEALEY RENTON & ASSOC (CGW76)
P O BOX 12675
OAKLAND, CA 946042675

IL TO 02 11 89 PAGE 1 OF 1
OFFICE: A&E RETAIL

TRAVELERS

POLICY NUMBER: BA-5367L055-07-GRP *

EFFECTIVE DATE: 10-01-07

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89	COMMON POLICY DECLARATIONS
IL TB 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO 01 06 03	COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA TO 01 02 07	BUSINESS AUTO COV PART ITEMS 1, 2
CA TO 02 11 06	BUSINESS AUTO COV PART DEC- ITEM 3
CA TO 03 02 07	BUSINESS AUTO COV PART ITEMS 4, 5
CA TO 30 11 06	BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD
CA TO 31 01 04	TABLE OF CONTENTS-BUSINESS AUTO COVFORM
CA 00 01 03 06	BUSINESS AUTO POLICY
CA T4 00 01 04	AMENDATORY ENDORSEMENT
CA 01 36 10 01	NEVADA CHANGES
CA 01 43 02 97	CALIFORNIA CHANGES
CA 03 05 02 97	CA CHANGES-WAIVER OF COLLISION DED
CA 04 24 04 06	CALIFORNIA AUTO MED PAY COV
CA 20 48 02 99	DESIGNATED INSURED
CA 21 27 03 06	NEVADA UM COVERAGE
CA 21 54 03 06	CALIFORNIA UM COVERAGE-BI
CA 99 03 03 06	AUTO MED PAY COVERAGE
CA 99 16 12 93	HIRED AUTOS SPECIF AS COV AUTOS YOU OWN
CA T3 40 02 99	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA T3 04 01 87	AMENDED TITLE-AUTO COVERAGE PARTS

INTERLINE ENDORSEMENTS

IL 00 21 07 02	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 10 07 01	NV CHANGES-CONCEALMENT, MISREP OR FRAUD
IL 02 51 09 07	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 11 04	CA CHANGES-CANCELLATION & NON-RENEWAL

POLICYHOLDER NOTICES

PN CA 36 09 05	CA AUTO BODY REPAIR CONS BILL OF RIGHTS
PN T4 49 05 05	POLICYHOLDER NOTICE

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

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 4 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 September 28, 2004 (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 December 31, 2009 to provide continued services associated with the development of a Project Report to complete Caltrans requirements for the Project Approval and Environmental Determination Phase for the intersection improvements at State Highway 68 and Corral de Tierra Road.

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

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

The term of this Agreement is from September 1, 2004 to December 31, 2009, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 8, "Indemnification", to read as follows:

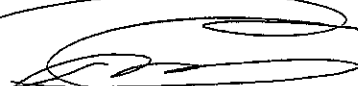


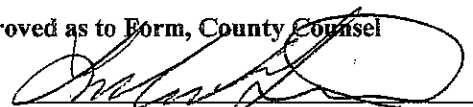
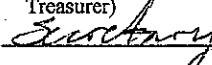
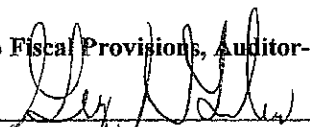
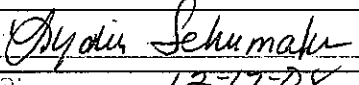
For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design/professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 4 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. 4 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY		CONTRACTOR	
By: 	By: 		
Contracts/Purchasing Officer	(Signature of Chair, President, or Vice-President)		
1-7-09	VICE PRESIDENT		
	(Name and Title)		
	Date: 12/9/08		
Approved as to Form, County Counsel	By: 		
	(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)		
By: 	Its: 		
Assistant County Counsel	(Name and Title)		
Date: 12/1/08	Date: 12/9/08		
Approved as to Fiscal Provisions, Auditor-Controller			
By: 			
Date: 12/1/08			
RISK MANAGEMENT			
COUNTY OF MONTEREY			
Approved as to Liability Provisions, Risk Management			
INSURANCE LANGUAGE			
By: 			
Date: 12-17-08			

Client#: 2086

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A

DATE (MM/DD/YYYY)
9/24/08

PRODUCER

Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Wood Rodgers, Inc.
3301 C Street, Bldg 100E
Sacramento, CA 95816-3342

INSURERS AFFORDING COVERAGE

INSURER A:	The Travelers Indemnity Co of CT
INSURER B:	Travelers Property/Casualty Co of Am
INSURER C:	American Automobile Ins. Co.
INSURER D:	XL Specialty Insurance Co.
INSURER E:	

NAIC #

2567.4

COVERAGES

COVERAGES			
<p>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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>			
POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS

MAY PERTAIN, THE INSURANCE APPLICANT'S POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS.				POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER					
A	GENERAL LIABILITY	6805350L903	10/01/08	10/01/09	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL LIAB			DAMAGE TO RENTED PREMISES (Per occurrence)	\$1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DOCSUR	EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.			MED EXP (Any one person)	\$5,000	
	<input checked="" type="checkbox"/> Contractual Liability				PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000	
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JEST <input type="checkbox"/> LOC				PRODUCTS - COMPROP AGG	\$2,000,000	
A	AUTOMOBILE LIABILITY	BA5367L085	10/01/08	10/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY	EA ACC \$	
					AGG	\$	
B	GARAGE LIABILITY				EACH OCCURRENCE	\$5,000,000	
	<input type="checkbox"/> ANY AUTO				AGGREGATE	\$5,000,000	
						\$	
						\$	
B	EXCESS/UMBRELLA LIABILITY	CUP7348Y112	10/01/08	10/01/09		\$	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$	
						\$	
						\$	
	DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$0					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80967062	10/01/08	10/01/09	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000	
	(If yes, describe under SPECIAL PROVISIONS below)				E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$1,000,000	
D	OTHER Professional Liability	DPR9614529	10/01/08	10/01/09		\$5,000,000 per claim	
						\$7,000,000 annl aggr.	

DEFINITION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
All Operations of the Named Insured.
(see attached endorsement)

CERTIFICATE HOLDER

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

CANCELLATION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL, ~~RECOVER BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND RETURNED TO THE ISSUING INSURER AT THE ADDRESS SHOWN ON THE POLICY.~~

AUTHORIZED REPRESENTATIVE

YJC

© ACORD CORPORATION 1988

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 Managment Agency
Attn: Dalia M. Marliscal
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

TRAVELERS

PRODUCER

ECB OCT 02 2008

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
ARCHITECTS PLAN
COMMON POLICY DECLARATIONS
ISSUE DATE: 09/23/08
POLICY NUMBER: BA-5367L055-08-GRP.

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

1. NAMED INSURED AND MAILING ADDRESS:
WOOD RODGERS INC.
3301 C ST BLDG 100B
SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/08 to 10/01/09 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS
Premises Bldg.
Loc. No. No. Occupancy Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TCT

5. NUMBERS OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY: SEE IL TB 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:
Policy Policy No. Insuring Company

DIRECT BILL
7. PREMIUM SUMMARY:
Provisional Premium \$ 92,960
Due at Inception \$
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:
DEALEY RENTON & ASSOC (CGW76)
P O BOX 12675
OAKLAND, CA 946042675

COUNTERSIGNED BY:

Authorized Representative

DATE:

IL TO 02 11 89(REV. 09-07) PAGE 1 OF 1
OFFICE: A&E RETAIL

BUSINESS AUTO
COVERAGE PART DECLARATIONS
Issue Date: 09-23-08 DL

ITEM ONE: Policy Number: BA-5367L055-08-GRP

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

Declarations Period: From: 10-01-08 to 10-01-09 12:01 A.M. Standard
Time at your mailing address shown in the Common Policy Declarations.

The Commercial Automobile Coverage Part consists of these
Declarations and the Business Auto Coverage Form shown below.

FORM OF BUSINESS: CORPORATION

ITEM TWO:
A. COVERAGE AND LIMITS OF INSURANCE:

Coverage applies only to those Autos shown as Covered Autos by entry
of one or more Symbols from SECTION 1 - Covered Auto of the
BUSINESS AUTO COVERAGE FORM

COVERAGE	COVERED AUTO SYMBOL	LIMITS OF INSURANCE
		The most we will pay for any one accident or loss.
LIABILITY	1 ✓	\$ 1,000,000
AUTO MEDICAL PAYMENTS	2 ✓	\$ 5,000 EACH PERSON
UNINSURED AND UNDERINSURED MOTORISTS COVERAGE	7 ✓	SEE CA TO 30 1,000,000 CA/NTV
PHYSICAL DAMAGE Comprehensive Coverage	7 8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE- SCHEDULE OF COVERED AUTOS YOU OWN for each covered Auto, but no deductible applies to loss caused by fire or lightning.

CA TO 01 02 07
PRODUCER DEALEY RENTON & ASSOC CGW76

PAGE (CONTINUED)
OFFICE PLANAE 20V

BUSINESS AUTO
 COVERAGE PART DECLARATIONS
 Issue Date: 09-23-08 DL

Policy Number: BA-5367L055-08-GRP

D. LOSS PAYABLE CLAUSE

1. We will pay you and the loss payee named in the policy for "loss" to a covered "auto", as interest may appear.
2. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
3. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
4. If we make any payment to the loss payee, we will obtain their rights against any other party.

SCHEDULE OF LOSS PAYEES

VEHICLE NUMBER

LOSS PAYEE (Name and Address)

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1 Any "Auto"	
2 Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3 Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4 Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5 Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6 Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7 Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8 Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9 Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19 Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions**a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured

contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" 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"; or
 - (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 Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion 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.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by gov-

ernmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

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

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.
- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- 5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

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 NUMBER

1-3606506916

☐ PARTIAL BILLING # _____
☐ FINAL BILLING

☐ "x" indicates confirming order - do not duplicate

Date: 01/06/03 Page: 01

VENDOR: WOOD RODGERS INC.
 3301 C STREET BLDG 100-B
 SACRAMENTO CA 95816

S H MONTGOMERY COUNTY GOVERNMENT FIRE
 PUBLIC WORKS
 168 W. GLEASON ST., 2ND FLOOR
 SHELTON, CT 06481

DISTRIBUTED:
 01/06 - MASTER FILE
 01/06 - 1505
 0000 - PSA, PROJ 1 PROJ

VENDOR #: W00 ROD IN 1
 BUYER:

DELIVERY REQUIRED BY 06/30/03
 F.O.B. DESTINATION

TERMS: NET 30 DAYS
 REF. #:
 I hereby certify that the goods and services listed below have been received as noted hereon.

LINE NO.	FUND	BUDGET UNIT	CHARGE THIS INVOICE TO THESE ACCOUNTS ORGANIZATION ACCOUNT	JOB NO.	COST CODE	AMOUNT ORDERED	FILL IN AMOUNT RECEIVED
01	0002	3000	3000	6469		41,000.00	

Department Head or Authorized Employee _____ DATE _____
 Invoice # _____
 *****CHANGED LINE *****

LINE NO.	DESCRIPTION	UNIT PRICE	AMOUNT RECEIVED
001	PER AMENDMENT NO. 4 TO AGREEMENT A-009366 DATED 09/23/02 WITH WOOD RODGERS, INC., FOR PROVIDING THE DEVELOPMENT OF A PROJECT REPORT TO COMPLETE CALTRANS REQUIREMENTS OF THE PROJECT IMPROVEMENT & ENVIRONMENTAL DETERMINATION PHASE FOR INTERSECTION IMPROVEMENTS AT STATE HWY 68 & CORRAL DE TERRO RD. PROJECT #06-1140653. ALL SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH TERMS, CONDITIONS, AND EXHIBITS OF THE APPROVED COUNTY OF MONTEREY AGREEMENT. THIS PURCHASE ORDER IS ACTIVATED UPON EXPIRATION OR DEDUCTION OF FUNDS AGAINST PO #C3000046. TERM OF THE AGREEMENT 9/1/02 THROUGH 12/31/03 AND FOR GOODWILL TERMINATED PURSUANT TO THE TERM OF THE AGREEMENT. THE TOTAL OF THIS PURCHASE ORDER IS NOT TO EXCEED \$41,000.00.		41,000.00

BY DEPUTY AUDITOR _____
 I HEREBY CERTIFY THAT THE COMPUTATIONS ON THIS DOCUMENT AND THE ATTACHED INVOICES ARE CORRECT.
 BY AUTHORIZED PURCHASING AGENT _____
 RECEIVING/AUTHORIZATION TO PAY
 TOTAL TO PAY

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

Agreement No: A-09966

- a. Approve Amendment No. 5 to Professional Services Agreement No. A-09966 with Wood Rodgers, Inc. to provide additional services associated with the development of a Project Report and Environmental Document to complete Caltrans requirements for the Project Approval and Environmental Determination Phase of project development for the Highway 68 – Corral de Tierra Road Intersection Improvements, Project No. 114065, in the amount of \$45,697 for a total amount not to exceed \$418,787 for a term through December 31, 2009; and)
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 5 to Professional Services Agreement No. A-09966 as the final amendment to this Agreement.)

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

- a. Approved Amendment No. 5 to Professional Services Agreement No. A-09966 with Wood Rodgers, Inc. to provide additional services associated with the development of a Project Report and Environmental Document to complete Caltrans requirements for the Project Approval and Environmental Determination Phase of project development for the Highway 68 – Corral de Tierra Road Intersection Improvements, Project No. 114065, in the amount of \$45,697 for a total amount not to exceed \$418,787 for a term through December 31, 2009; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 5 to Professional Services Agreement No. A-09966 as the final amendment to this Agreement.

PASSED AND ADOPTED this 17th day of March, 2009, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 March 17, 2009.

Dated: March 17, 2009

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

[Signature]
Deputy

AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.

THIS AMENDMENT NO. 5 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 September 28, 2004 (hereinafter, "Agreement") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, the County and the CONTRACTOR wish to amend the Agreement to provide additional services associated with the development of a Project Report and Environmental Document to complete Caltrans requirements for the Project Approval and Environmental Determination phase of project development.

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, A-1, A-2 and A-3, 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 \$45,697, for a total not to exceed sum of \$418,787.00.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3 Scope of Services/Payment Provisions".
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 5 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. 5 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 4-8-09

CONTRACTOR

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

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

Its: Ali A. Hemmati, Vice President
(Name and Title)

Date: 1/22/09

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

Its: Timothy R. Crush, Secretary
(Name and Title)

Date: 1/22/09

Approved as to Form, County Counsel

By: [Signature]
Assistant County Counsel

Date: 1/15/09

Approved as to Fiscal Provisions, Auditor-Controller

By: [Signature]

Date: 1-27-09



WOOD RODGERS

January 9, 2009

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

Re: Request for Augmentation to Professional Engineering Services Agreement for Development of a Project Report to Complete Caltrans Requirements of the Project Approval and Environmental Determination Phase for Intersection Improvements at State Highway 68 and Corral de Tierra Road, Monterey County Project No. 06-114065

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) and Environmental Document (ED) for improvements to the intersection of State Route 68 with Corral de Tierra Road. Changes to the project and delay in the project development due to causes beyond the control of Wood Rodgers result in the need for additional time and budget. These items are addressed in order of our current scope of work:

Project Management: Wood Rodgers commenced work on the PA&ED phase of the project in December of 2006 with the understanding that our work would be completed 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 provide direction regarding the special-status species process for the environmental documentation. It appears that the project schedule has slipped about 15 months as a result. The Project Report and environmental documentation is now anticipated to be approved by Caltrans in late summer of 2009. This unanticipated delay 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.

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

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	10	\$185.00	\$1,850.00
Project Engineer / Engineer III	60	\$125.00	\$7,500.00
Project Coordinator	8	\$70.00	\$ 560.00
Subtotal			\$9,910.00

Task 1.1 – Environmental Initiation – This task has been completed.

Task 1.2 – Environmental Technical Reports – All environmental technical reports except the Natural Environment Study (NES) Report have been completed. Direction for the completion of the NES with respect to the threatened California Tiger Salamander (CTS) was received from Doug Cooper of the US Fish and Wildlife Service at a field meeting on November 7, 2008. However, significant time was expended in coordination with Caltrans environmental staff regarding the CTS issue, coordinating with USFWS regarding the project and the potential need to prepare a Habitat Conservation Plan (HCP) and non-HCP alternative approaches, and in setting up the field meeting with USFWS. This unanticipated

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Mr. Arturo Adlawan
January 9, 2009

Page 2

effort resulted in depletion of LSA's budget for completing the NES. Significantly more involvement than anticipated by Wood Rodgers staff in the review and coordination of the environmental technical reports has been required. As a result of the 11/7 site meeting, LSA now needs to prepare a technical assistance letter to USFWS proposing specific avoidance and minimization measures that should eliminate the need for a HCP. Also, the draft NES needs to be revised to reflect the current project features specifically in regard to the CTS. Caltrans has assigned a new biologist to oversee this project, so it is likely that additional review comments will result from a complete review of the draft NES, rather than just a review of changes since the previous submittal. We anticipate that an additional submittal/review cycle will result.

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

Task	LSA Labor Classifications				Total Hours by Task	Direct Costs	Total Cost by Task
Task Description	Principal	Sr. Biologist / Proj Mgr	Graphics/ GIS	WP/ Prod			
Revise NES	2	28	4	6	44	\$470	\$5,000.00
<i>Billing Rates</i>	<i>\$170</i>	<i>\$120</i>	<i>\$95</i>	<i>\$75</i>			

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	4	\$185.00	\$740.00
Project Engineer / Engineer III	80	\$125.00	\$10,000.00
Project Coordinator	8	\$70.00	\$ 560.00
Subtotal			\$11,300.00

It is anticipated that Wood Rodgers and LSA Associates will need up to \$16,300 in additional budget authority to revise the NES, make additional submittals and respond to review comments, and obtain Caltrans approval of the environmental documentation.

Task 1.3 CEQA Categorical Exemption: No change to the scope or budget to prepare environmental documentation is anticipated.

Task 2.1 – Conceptual Geometric Drawing – The layout and preliminary design cross-section drawings for this project have been revised several times since they were initially completed in March 2007 as the basis of the Area of Potential Effects Map for this project. A box culvert extension was added in Sept. 2007 as a result of additional mapping provided by Monterey County. The project layout was revised in January 2008 to retain the existing curb at the SE corner of the intersection. The widening of the north side of SR 68 was redesigned in April 2008 to eliminate the box culvert extension. As a result of the need to minimize impacts to potential CTS habitat, the layout and cross-sections were revised again in November 2008 to replace the planned MSE widening on the north side of SR 68, west of Corral de Tierra Rd with a welded wire retaining wall. These repeated revisions were not anticipated in the project budget, and have consumed budget intended for other items of work.

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

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	4	\$185.00	\$740.00
Project Engineer / Engineer III	12	\$125.00	\$1,500.00
Design Engineer / Engineer I	48	\$95.00	\$4,560.00
Subtotal			\$6,800.00

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Mr. Arturo Adlawan
January 9, 2009

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Task 2.2 – Traffic Engineering – This task has been completed.

Task 2.3 – Geotechnical Design and Materials Report – The GDMR was completed and accepted by Caltrans in August 2007. However, it is now anticipated that a retaining structure will be incorporated into the project, necessitating a revision to incorporate recommendations for the retaining wall. No additional borings or other field work is anticipated.

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

Task Description	Parikh Labor Classifications				Total Hours	Direct Costs	Cost
	Proj. Mgr.	Project Soils Engr	Staff Engineer	Drafter			
Revise GDM Report	4	12	16	4	36	\$55	\$4,737.00
Billing Rates	\$216	\$151.25	\$104.97	\$80.81			

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	1	\$185.00	\$185.00
Project Engineer / Engineer III	2	\$125.00	\$250.00
Subtotal			\$435.00

It is anticipated that Wood Rodgers and Parikh Consultants will need up to \$5,172 in additional budget authority to revise the GDMR, respond to review comments, and obtain Caltrans approval of the geotechnical design and materials report.

Task 2.4 – Preliminary Drainage Report – This task has been completed.

Task 2.5 – Identify Utility Relocation Requirements – This task has been completed.

Task 2.6 – Design Standards Compliance – This task has been completed.

Task 2.7 – Right of Way Data Sheet – The R/W Data Sheet was completed in March 2007. However, it is now anticipated that reduced areas of right of way will be required for the project, necessitating a revision. Also, potentially significant changes in the real estate market since the original R/W Data Sheet was prepared should be investigated for incorporation. Wood Rodgers will prepare a revised R/W Requirements Map, showing required permanent and temporary right of way needed to construct the project. Bender Rosenthal will check MLS data for changes in land selling prices as a basis for revised unit values, and use the revised acquisition areas and unit values to prepare a revised Right of Way Data Sheet.

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

Bender Rosentahl Classification	Hours	Hourly Rate	Fee
Real Estate Agent	20	\$100.00	\$2,000.00
Subtotal			\$2,000.00

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Engineer / Engineer III	2	\$125.00	\$250.00
Design Engineer / Engineer I	4	\$95.00	\$380.00
Subtotal			\$630.00

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Mr. Arturo Adlawan
January 9, 2009

Page 4

It is anticipated that Wood Rodgers and Bender Rosenthal will need up to **\$2,630** in additional budget authority to revise the R/W Data Sheet, and incorporate it into the Project Report.

Task 2.8 – Preliminary Estimate of Project Cost – The preliminary estimate of project construction costs was completed in early 2008. However, the revised layout and preliminary design cross-section drawings for this project will result in changed quantities of work. Also, potentially significant changes in unit costs of work have occurred in recent months and should be investigated for incorporation.

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

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	1	\$185.00	\$185.00
Project Engineer / Engineer III	2	\$125.00	\$250.00
Design Engineer / Engineer I	6	\$95.00	\$570.00
Subtotal			\$1,005.00

Task 2.9 – Prepare Draft Project Report – The Draft Project Report was prepared in early 2008, but not submitted for review because of the ongoing changes in the project. It must be revised before submittal to Monterey County and Caltrans for review and approval.

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

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	2	\$185.00	\$370.00
Project Engineer / Engineer III	22	\$125.00	\$2,750.00
Design Engineer / Engineer I	8	\$95.00	\$760.00
Subtotal			\$3,880.00

Task 2.10 – Prepare Final Project Report: No change to the scope or budget to prepare the final Project Report is anticipated.

RECAP OF CHANGES

Additional Project Management:	\$ 9,910
Task 1.2 – Environmental Technical Reports:	\$16,300
Task 2.1 – Conceptual Geometric Drawing:	\$ 6,800
Task 2.3 – Geotechnical Design and Materials Report	\$ 5,172
Task 2.7 – Right of Way Data Sheet	\$ 2,630
Task 2.8 – Preliminary Estimate of Project Cost	\$ 1,005
Task 2.9 – Prepare Draft Project Report	<u>\$ 3,880</u>
TOTAL ADDITIONAL BUDGET	\$45,697

Wood Rodgers views the above changes as an increase in its scope of work and requests authorization for additional budget in the amount of **\$45,697**, changing the not-to-exceed contract amount from \$373,090 to a

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Mr. Arturo Adlawan
January 9, 2009

Page 5

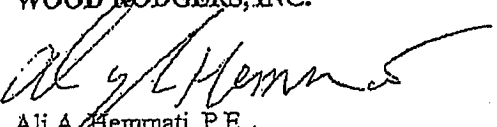
new total of \$418,787. We are looking forward to successful completion of this much-needed project and recommend your authorization.

We also recommend that the term of the Professional Services Agreement be extended to December 31, 2009 to provide additional time that may be required to obtain Caltrans approval of the Project Report for 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

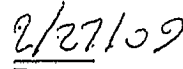
cc: Keith Hallsten, Project Engineer, Wood Rodgers
Linda Lomele, Controller, Wood Rodgers
8091.005, 052


Performance Schedule Deadline:

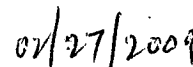
Work to be completed by the Contractor by June 30, 2009 includes the following tasks as outlined under Amendment No. 5:

- Task 1.2- Environmental Technical Reports
- Task 1.3- CEQA Categorical Exemption
- Task 2.1- Conceptual Geometric Drawing
- Task 2.3- Geotechnical Design and Materials Report
- Task 2.7- Right of Way Data Sheet
- Task 2.8- Preliminary Estimate of Project Cost
- Task 2.9- Prepare Draft Project Report
- Task 2.10- Prepare Final Project Report


Contractor Initials


Date


County Initials


Date

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

Agreement No: A-09966

- a. Approve Amendment No. 6 to Professional Services Agreement No. A-09966 with Wood Rodgers, Inc. to provide additional services associated with the development of a Project Report and Environmental Document to complete Caltrans requirements for the Project Approval and Environmental Determination Phase of project development for the Highway 68 - Corral de Tierra Road Intersection Improvements, Project No. 114065, in the amount of \$88,685 for a total amount not to exceed \$507,472 and extend the term through January 31, 2011; and)
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 6 to Professional Services Agreement No. A-09966 as the final amendment to this Agreement.)

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

- a. Approved Amendment No. 6 to Professional Services Agreement No. A-09966 with Wood Rodgers, Inc. to provide additional services associated with the development of a Project Report and Environmental Document to complete Caltrans requirements for the Project Approval and Environmental Determination Phase of project development for the Highway 68 - Corral de Tierra Road Intersection Improvements, Project No. 114065, in the amount of \$88,685 for a total amount not to exceed \$507,472 and extend the term through January 31, 2011; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 6 to Professional Services Agreement No. A-09966 as the final amendment to this Agreement.

PASSED AND ADOPTED this 27th day of October, 2009, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Calcagno, Parker, Potter

NOES: None

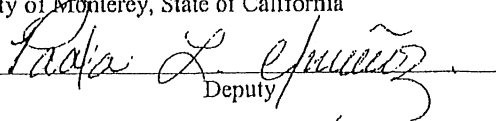
ABSENT: None

I, Gail T. Borkowski, 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 75 for the meeting on October 27, 2009.

Dated: November 2, 2009

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By


Deputy

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 6 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 September 28, 2004 (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 through January 31, 2011 to provide additional services associated with the development of a Project Report and Environmental Document to complete Caltrans requirements for the Project Approval and Environmental Determination phase of project development due to changes to the status of the California Tiger Salamander (CTS) and the requirements of the California Department of Fish and Game which have changed the requirements for environmental documentation for the project.

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, A-1, A-2, A-3, and A-4 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 \$88,685, for a total not to exceed sum of \$507,472.

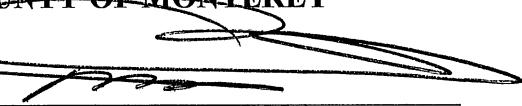
2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 1, 2004 to January 31, 2011, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4 Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

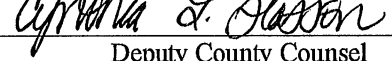
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 to the Professional Services Agreement as of the day and year written below:

~~COUNTY OF MONTEREY~~

By: 
Contracts/Purchasing Officer

Date: 10-12-09

Approved as to Form, County Counsel

By: 
Deputy County Counsel

Date: 9-9-09

Approved as to Fiscal Provisions, Auditor-Controller

By: 
Auditor-Controller

Date: 9-10-09

CONTRACTOR

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

By: _____
(Signature of Chair, President or Vice President)

Its: _____
(Name and Title)

Date: _____

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

Its: _____
(Name and Title)

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form, County Counsel

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions, Auditor-Controller

By: _____

Date: _____

CONTRACTOR

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

By: _____
(Signature of Chair, President or Vice President)

Its: Ali A. Hemmati/Vice President
(Name and Title)

Date: 9/8/2009

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

Its: Timothy R. Crush/Secretary
(Name and Title)

Date: 9/8/2009



WOOD RODGERS

September 2, 2009

Mr. Arturo Adlawan, P.E.
 Senior Civil Engineer
 Monterey County Department of Public Works
 168 West Alisal Street, Second Floor
 Salinas, CA 93901

Re: Request for Augmentation to Professional Engineering Services Agreement for Development of a Project Report to Complete Caltrans Requirements of the Project Approval and Environmental Determination Phase for Intersection Improvements at State Highway 68 and Corral de Tierra Road, Monterey County Project No. 06-114065

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) and Environmental Document (ED) for improvements to the intersection of State Route 68 with Corral de Tierra Road. Changes to the status of the California Tiger Salamander (CTS) and the attendant requirements of the California Department of Fish and Game have changed the requirements for environmental documentation for this project.

BACKGROUND

The intersection project site and biological study area contain potential upland habitat for California tiger salamander (CTS) (*Ambystoma californiense*), a species federally listed as threatened with pending listing by the State under the California Endangered Species Act (CESA). Although the upland habitat within the study area is of low quality for CTS, after field review by the CDFG (on June 17, 2009), the agency biologist determined that the existing small burrows along the north-facing slope of SR-68 north of Corral de Tierra Road could potentially be utilized by CTS if they are present.

CDFG recommended that nocturnal protocol surveys for CTS be conducted for one rainy season to determine presence or absence of CTS. As an alternative course requested by Monterey County, CDFG considered and concurred with assuming presence of CTS and application for a "take" permit under the California Endangered Species Act (CESA), Section 2081. The following scope of work entails application for a 2081 permit and preparation of an Initial Study/Mitigated Negative Declaration (MND) for clearance under the California Environmental Quality Act (CEQA). CDFG requires an approved CEQA document prior to authorization of a "take" permit. In addition, the biological technical study (Natural Environment Study) will require revision to be consistent with the coordination with CDFG regarding CTS and take permit under CESA.

The additional scope and budget required to complete the environmental documentation and Project Report is outlined below. These items are addressed in order of our current scope of work:

Project Management: Wood Rodgers commenced work on the PA&ED phase of the project in December of 2006 with the understanding that our work would be completed by June of 2008. An additional 15 months of project management effort was added with Amendment No 5 (approved on 4/8/09), which covers the period ending in August 2009. The change in environmental process is anticipated to extend the schedule a further 15 months (12 months to completion of the environmental documentation, plus a further 3 months for Caltrans review and approval of the Project Report). The Project Report and environmental documentation is now anticipated to be approved by Caltrans in December 2010. This will require additional time and effort

Mr. Arturo Adlawan
September 2, 2009

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by Wood Rodgers and LSA for coordination, monitoring and directing work activities, and preparing monthly progress reports and invoices during the PR development process.

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

Task Description	LSA Labor Classification	Hours by Task	Total Cost by Task
	Project Manager		
Project Management	22	22	\$3,740.00
Billing Rates	\$170		

Wood Rodgers Classification	Hours	Hourly Rate	Cost
Project Manager / Principal	10	\$185.00	\$1,850.00
Project Engineer / Engineer III	60	\$125.00	\$7,500.00
Project Coordinator	8	\$70.00	\$ 560.00
Subtotal			\$9,910.00

It is anticipated that Wood Rodgers and LSA Associates will need up to \$13,650 in additional budget authority to manage the project.

Task 1.1 – Environmental Initiation – This task has been completed.

Task 1.2 – Environmental Technical Reports – All environmental technical reports except the Natural Environment Study (NES) Report have been completed. The Natural Environment Study (NES) will be revised to reflect the coordination with CDFG and the County regarding potential impacts to California Tiger Salamander and the species' habitat. LSA will provide a draft of the revised document to Wood Rodgers and the County for review, followed by a revised NES reflecting any revisions to Caltrans for final review and approval. Minor revisions resulting from Caltrans' review are budgeted. LSA will provide up to six (6) copies of the final NES for the project team and Caltrans.

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

Task Description	LSA Labor Classifications			Hours by Task	Direct Costs	Total Cost by Task
	Project Manager	Principal Biologist	Word Processor			
Revise NES	7	20	4	31	\$400	\$4,290.00
Billing Rates	\$170	\$120	\$75			

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	2	\$185.00	\$370.00
Project Engineer / Engineer III	10	\$125.00	\$1,250.00
Project Coordinator	2	\$70.00	\$ 140.00
Subtotal			\$1,760.00

It is anticipated that Wood Rodgers and LSA Associates will need up to \$6,050 in additional budget authority to revise the NES, make additional submittals and respond to review comments, and obtain Caltrans approval.

Task 1.3 - CEQA Categorical Exemption: This task is deleted and replaced with the following:

Task 1.3 - CEQA Environmental Document:

The environmental document required to clear the project under the California Environmental Quality Act and to allow the issuance of the "Incidental Take Permit" for CTS is a Mitigated Negative Declaration (MND). The MND will be prepared through the following sub tasks:

Task 1.3.1: Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND): Following approval of the NES document, LSA will prepare an Administrative Draft IS/MND and submit the document to Wood Rodgers and Monterey County for review. Information from the technical analyses prepared for the proposed project (Air Quality, Noise, NES, Water Quality, Hazardous Waste, Historic Property Survey Report, Historical Resources Compliance Report and Archaeological Survey Report, Paleontological Identification Report, and Visual Impact Analysis) will be incorporated into the IS/MND. Using the County's CEQA Environmental Checklist, the Initial Study will summarize the results of the technical reports and will provide impact analyses of other environmental topics for which technical studies were not prepared, such as land use and utilities.

LSA will address the proposed project's potential contribution to global climate change through the production of greenhouse gases. LSA will update the SR-68/Corral de Tierra intersection air quality analysis to include the short-term construction and long-term operational global warming/climate change impacts of the proposed project. The MND will include a qualitative analysis of the project's effects on greenhouse gas emissions and global climate change in light of the improved traffic efficiency that would result from the project intersection operational improvements. Should a quantitative analysis pursuant to Caltrans' Standard Environmental Reference (SER) guidance be required, an amendment to LSA's scope and budget would likely be required.

The environmental analyses will address the preferred alternative for the proposed intersection improvements. An electronic file with the Administrative Draft IS/MND will be sent to Wood Rodgers for review, or if preferred, a hard copy will be provided.

After receiving one set of consolidated comments on the Administrative Draft IS/MND from Wood Rodgers, LSA will revise the document and submit two hard copies to the County for review. LSA's Project Manager and key technical experts will be available to meet by phone with the County and Wood Rodgers if desired to address any questions on the Administrative Draft IS/MND.

Task 1.3.2: Draft IS/MND for Public Review: LSA will respond to County comments on the Administrative Draft IS/MND, and complete necessary revisions. The Mitigated Negative Declaration form will be completed by LSA in draft form. LSA will provide the preprint version of the Draft IS/MND to Wood Rodgers and the County for a limited final review prior to submission of the Draft IS/MND to the County. The purpose of submitting this preprint version would be to review the changes to the document, resolve any remaining questions that arise, and verify that the County and Wood Rodgers are satisfied with the overall Draft IS/MND. After the County reviews and approves the document for print, the County will provide final signed MND form.

LSA will produce up to 65 print copies and 50 CDs of the Draft IS/MND for public review. LSA will prepare a Draft Notice of Intent (NOI) and a public notice regarding the availability of the Draft IS/MND for public review. The County will be responsible for publication of the public notice in a general circulation newspaper. In addition, LSA will also prepare a Notice of Completion (NOC) for the County to file with the County Clerk and the State Clearinghouse to begin the required public review period. Monterey County will distribute the ED, or at the County's option, LSA would distribute the document using a distribution list provided by the County (see optional task line in budget). During the public review period, LSA will participate in one community presentation meeting coordinated by County staff.

Task 1.3.3: Final IS/MND: LSA will prepare written responses to public comments received on the Draft IS/MND that raise substantive environmental issues. After the close of the public comment period, draft responses will be submitted to Wood Rodgers and the County for review. LSA shall confer with the County to review written comments and verbal or written comments from the public meeting to develop a general framework and strategy for preparation of responses. Any revisions to the IS/MND will be shown in the text by a line in the margin. LSA has estimated the level of effort necessary to review, number and respond to public comments on the MND. Should it be determined after review of the public comments that the level of effort would be greater than that estimated, LSA would provide a revised estimate to Wood Rodgers and the County for consideration. Draft responses to comments and associated changes to pages of the IS/MND will be submitted to both Wood Rodgers and the County for review. A final set of responses to comments and MND will be prepared in response to team comments. LSA will provide up to 25 print copies of the Final MND to the County along with electronic files for further production by the County as needed.

Wood Rodgers and LSA will attend up to two public hearings. Following the Planning Commission's approval of the IS/MND, LSA will prepare a Notice of Determination (NOD) for the County to file with the County Clerk and State Clearinghouse. The County shall provide the appropriate fee for CDFG review of the IS/MND as required by the Fish and Game Code Section 711.4 to be submitted to the County Clerk with the NOD.

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The Draft MMRP will be submitted to the County for review and comment, and the Final MMRP will be provided to the County along with the Final IS/MND for approval.

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

Task Description	LSA Labor Classifications							Hours by Task	Direct Costs	Cost by Task
	Project Manager	Principal Biologist	Senior Tech	Senior Enviro Planner	Analyst	Graphics	Word Processor			
Admin Draft IS/MND	14	4	16	40	60	10	16	160	\$100	\$15,050
Revised Draft IS/MND	2	2	3	8	4	2	2	23	\$250	\$2,615
Public Draft IS/MND	4			10	12	2	8	36	\$4,000	\$7,310
Distribute Public MND	2			6	8		4	20	\$800	\$2,620
Final MND & MMRP	8	6	8	32	26	8	8	96	\$1,500	\$10,910
Meetings:										
Public Workshop				10				10		\$1,100
Public Hearings (2)				20				20		\$2,200
Conference Calls (10)	16	8	6	8				38		\$5,250
Billing Rates	\$170	\$120	\$115	\$110	\$65	\$75	\$75			\$47,055

EXHIBIT A - 4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Mr. Arturo Adlawan
September 2, 2009

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Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	8	\$185.00	\$1,480.00
Project Engineer / Engineer III	60	\$125.00	\$7,500.00
Project Coordinator	6	\$70.00	\$ 420.00
Subtotal			\$9,400.00

It is anticipated that Wood Rodgers and LSA Associates will need up to **\$56,455** in additional budget authority to prepare the environmental document, distribute the MND for public review, respond to review comments, attend related meetings, and obtain Caltrans approval.

New Tasks added:

Task 1.4 - CESA Incidental Take Permit:

LSA will prepare an application to obtain a 2081 Incidental Take Permit from CDFG to authorize "take" of endangered CTS during burrow surveys and project construction. The application will be prepared in accordance with Title 14 CCR, Section 783.2 Incidental Take Permit Applications. The application will include applicant information, a description of the project and how it could impact CTS, and proposed measures to fully mitigate project impacts to CTS. The mitigation component of the application is the most crucial and will likely consist of land/habitat preservation at a 1:1 mitigation ratio (impacts to preservation). LSA may require assistance from the County to identify potential mitigation sites.

The draft application will be distributed to the County and Wood Rodgers for review and comment. Following resolution of any comments, the application materials will be revised as necessary and submitted to CDFG for processing. LSA will follow up with CDFG to ensure the application is reviewed and is considered complete. In addition, LSA will respond to comments and/or requests for information from CDFG during their review of the application (up to six hours for LSA's Senior Environmental Planner is estimated for coordination).

The level of effort associated with this new task is estimated as:

Task Description	LSA Labor Classifications						Hours by Task	Direct Costs	Cost by Task
	Project Manager	Principal Biologist	Senior Enviro Planner	Analyst	Graphics	Word Processor			
2081 Take Permit	3	20	24	16	4	6	73	\$0	\$7,340
Billing Rates	\$170	\$120	\$110	\$65	\$75	\$75			

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Manager / Principal	2	\$185.00	\$370.00
Project Engineer / Engineer III	6	\$125.00	\$750.00
Subtotal			\$1,120.00

It is anticipated that Wood Rodgers and LSA Associates will need up to **\$8,460** in additional budget authority to obtain the Incidental Take Permit.

Task 1.5 – Preconstruction Burrow Survey:

Per direction from the USFWS, LSA will survey the fill slope that will be impacted by project construction to determine the status of CTS. Per CDFG direction, the incidental take permit must be obtained prior to burrow survey. Burrows and any other potential subterranean refugia for CTS on the fill slope will be surveyed using a fiber optic camera. Efforts will be made to survey the entire burrow, including branches (if any). The survey will be conducted during the dry season (approximately April through October), when CTS, if present, are likely to be underground.

Following completion of the burrow survey, and assuming the results are negative, LSA will prepare a brief letter to the USFWS describing the survey methodology, results, and requesting concurrence that the project will not result in take of CTS.

We anticipate the exclusion fencing required by USFWS for the construction period will be installed by the County.

The level of effort associated with this new task is estimated as:

Task Description	LSA Labor Classifications			Hours by Task	Direct Costs	Cost by Task
	Project Manager	Principal Biologist	Biologist			
Burrow Survey & Letter Report	2	6	20	28	\$300	\$3,060.00
Billing Rates	\$170	\$120	\$85			

It is anticipated that Wood Rodgers and LSA Associates will need up to \$3,060 in additional budget authority to complete the preconstruction burrow survey and letter report.

Task 2.1 – Revise Conceptual Geometric Drawing – We have been advised that the layout of the adjacent Cypress Community Church project to modify the subject intersection to provide access to the church driveway as the north leg of the signalized intersection is being revised. Since that project is now under construction and is assumed to be complete when the County's operational improvement project is bid, the revised design of that project needs to be incorporated into the mapping for the County's project as an existing condition. Coordination effort will be required to obtain the design in a compatible format.

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

Wood Rodgers Classification	Hours	Hourly Rate	Fee
Project Engineer / Engineer III	2	\$125.00	\$250.00
Design Engineer / Engineer I	8	\$95.00	\$760.00
Subtotal			\$1,010.00

Task 2.2 – Traffic Engineering – This task has been completed.

Task 2.3 – Geotechnical Design and Materials Report – This task has been completed.

Task 2.4 – Preliminary Drainage Report – This task has been completed.

Task 2.5 – Identify Utility Relocation Requirements – This task has been completed.

Task 2.6 – Design Standards Compliance – This task has been completed.

Task 2.7 – Right of Way Data Sheet – This task has been completed.

Task 2.8 – Preliminary Estimate of Project Cost – No change to the scope or budget to update the preliminary estimate of project construction cost is anticipated.

Mr. Arturo Adlawan
September 2, 2009

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Task 2.9 – Prepare Draft Project Report – No change to the scope or budget to prepare the Draft Project Report is anticipated.

Task 2.10 – Prepare Final Project Report: No change to the scope or budget to prepare the final Project Report is anticipated.

SUMMARY OF BUDGET CHANGES:

Additional Project Management:	\$13,650
Task 1.2 – Environmental Technical Reports:	\$ 6,050
Task 1.3 – CEQA Environmental Document	\$56,455
Task 1.4 – CESA Incidental Take Permit	\$ 8,460
Task 1.5 – Burrow Surveys	\$ 3,060
Task 2.1 – Revise Conceptual Geometric Drawing:	<u>\$ 1,010</u>
TOTAL ADDITIONAL BUDGET	\$88,685

Wood Rodgers views the above changes as an increase in its scope of work and requests authorization for additional budget in the amount of \$88,685, changing the not-to-exceed contract amount from \$418,787 to a new total of \$507,472. We are looking forward to successful completion of this project and recommend your authorization.

We also recommend that the term of the Professional Services Agreement be extended to January 31, 2011 to provide additional time that may be required to obtain Caltrans approval of the Project Report for 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: Rick Sauerwein, Monterey County
Keith Hallsten, Project Engineer, Wood Rodgers
Joey Sellers, Contracts, Wood Rodgers
8091.003, 52

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/09

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675 JT
510 465-3090

RECEIVED

OCT 07 2003

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Wood Rodgers, Inc.
3301 C Street, Bldg 100B
Sacramento, CA 95816-3342

RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS - ADMIN

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: The Travelers Indemnity Co of CT

25674

INSURER B: Travelers Property Casualty Co of Am

INSURER C: **American Automobile Ins. Co.**INSURER D: **XL Specialty Insurance Co.**

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/09	10/01/10	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY	BA5367L055	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY	CUP7348Y112	10/01/09	10/01/10	EACH OCCURRENCE	\$5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80977867	10/01/09	10/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D		OTHER Professional Liability	DPR9616978	10/01/09	10/01/10	\$5,000,000 per claim \$7,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	

All Operations of the Named Insured.

(see attached endorsement)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ~~NOTIFY BY MAIL~~ 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX OR BY REGISTERED MAIL~~

WFO88 HQ DR VICTORIN DR YMRK HY OF ANY KNDY PRN XN YN ENTER NS AGENTS OR XX

REPRESKXWEX

AUTHORIZED REPRESENTATIVE

Feb 15

POLICY NUMBER: 6805350L903

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 10/1/2009

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

COMMERICAL 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 Managment 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

TRAVELERS CORP. TEL: 1-800-328-2189
ARCHITECTS PLAN
COMMON POLICY DECLARATIONS
ISSUE DATE: 10/01/09
POLICY NUMBER: BA-5367L055-09-GRP

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

WOOD RODGERS INC.
3301 C ST BLDG 100B
SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/09 to 10/01/10 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS

Premises	Bldg.				
Loc. No.	No.	Occupancy		Address	

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:

DEALEY RENTON & ASSOC (CGW76)
P O BOX 12675
OAKLAND, CA 946042675

COUNTERSIGNED BY:


Authorized Representative

DATE: 10/8/09



POLICY NUMBER: BA-5367L055-09-GRP

EFFECTIVE DATE: 10-01-09

ISSUE DATE: 10-01-09

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA T0 01 02 07	BUSINESS AUTO COV PART ITEMS 1, 2
CA T0 02 11 06	BUSINESS AUTO COV PART DEC- ITEM 3
CA T0 03 02 07	BUSINESS AUTO COV PART ITEMS 4, 5
CA T0 30 11 06	BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD
CA T0 31 11 07	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 03 06	BUSINESS AUTO POLICY
CA T4 00 01 04	AMENDATORY ENDORSEMENT
CA 01 36 10 01	NEVADA CHANGES
CA 01 43 05 07	CALIFORNIA CHANGES
CA 03 05 02 97	CA CHANGES-WAIVER OF COLLISION DED
CA 04 24 04 06	CALIFORNIA AUTO MED PAY COV
CA 20 48 02 99	DESIGNATED INSURED
CA 21 27 06 08	NEVADA UM COVERAGE
CA 21 54 03 06	CALIFORNIA UM COVERAGE-BI
CA 99 03 03 06	AUTO MED PAY COVERAGE
CA 99 16 12 93	HIRED AUTOS SPECIF AS COV AUTOS YOU OWN
CA T3 40 08 08	BLANKET WAIVER OF SUBROGATION
CA T3 04 01 87	AMENDED TITLE-AUTO COVERAGE PARTS

INTERLINE ENDORSEMENTS

IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 10 09 07	NV CHANGES-CONCEALMENT, MISREP OR FRAUD
IL 02 51 09 07	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 09 08	CA CHANGES-CANCELLATION & NON-RENEWAL

POLICYHOLDER NOTICES

PN CA 36 09 05	CA AUTO BODY REPAIR CONS BILL OF RIGHTS
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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
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 the endorsement.

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

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.



BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1 Any "Auto"	
2 Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3 Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4 Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5 Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6 Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7 Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8 Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9 Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19 Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured

contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" 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"; or
 - (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 Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion 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.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by gov-

ernmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. Comprehensive Coverage

From any cause except:

 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. Specified Causes Of Loss Coverage

Caused by:

 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.
- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- 5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

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.

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

Agreement No: A - 09966

- a. Approve Amendment No. 7 to Professional Services Agreement No. A-09966)
with Wood Rodgers, Inc. to provide plans, specifications, and engineer's estimate)
to obtain Caltrans approval of the project construction documents for the)
Highway 68 - Corral de Tierra Road Intersection Improvements, Project No.)
114065, in the amount of \$160,460 for a total amount not to exceed \$667,932 and)
extend the term through June 30, 2011; and)
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 7 to)
Professional Services Agreement No. A-09966 and future amendments that do not)
significantly alter the scope of work or change the approved Agreement amount.)

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

- a. Approved Amendment No. 7 to Professional Services Agreement No. A-09966 with Wood Rodgers, Inc. to provide plans, specifications, and engineer's estimate to obtain Caltrans approval of the project construction documents for the Highway 68 - Corral de Tierra Road Intersection Improvements, Project No. 114065, in the amount of \$160,460 for a total amount not to exceed \$667,932 and extend the term through June 30, 2011; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 7 to Professional Services Agreement No. A-09966 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED this 16th day of March, 2010, by the following vote, to wit:

AYES: Supervisors Salinas, Calcagno, Parker, Potter

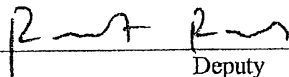
NOES: None

ABSENT: Supervisor Armenta

I, Gail T. Borkowski, 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 75 for the meeting on March 16, 2010.

Dated: March 16, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 7 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 September 28, 2004 (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 through June 30, 2011 to prepare plans, specifications and engineer's estimate to obtain Caltrans approval of the project construction documents for the Highway 68 - Corral de Tierra Road Intersection Improvements.

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

1. Amend Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3, A-4, and A-5, in conformity with the terms of this Agreement. The additional services to be included by this Amendment No. 7 are generally described in the attached Exhibit A-5.

2. 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, A-1, A-2, A-3, A-4, and A-5 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 \$160,460, for a total not to exceed sum of \$667,932.

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

The term of this Agreement is from September 1, 2004 to June 30, 2011, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-5 Scope of Services/Payment Provisions".

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 7 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. 7 to the Professional Services Agreement as of the day and year written below:

~~COUNTY OF MONTEREY~~

By: [Signature]
Contracts/Purchasing Officer

Date: 3-15-10

Approved as to Form, County Counsel

By: [Signature]
Deputy County Counsel

Date: 2-26-10

Approved as to Fiscal Provisions, Auditor-Controller

By: [Signature]

Date: 2-26-10

Approved as to Indemnity/Insurance Provisions, Risk Management

By: _____

Date: _____

CONTRACTOR

Wood Rodgers, Inc.
Contractor Business Name*

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

Its: Ali A. Hemmati, Vice President
(Name and Title)

Date: 2/24/10

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

Its: Timothy R. Crush, Secretary
(Name and Title)

Date: 2/24/10

ENTERED

MAR 18 2010

D BAYARD

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

STATE ROUTE 68 / CORRAL de TIERRA ROAD INTERSECTION OPERATIONAL IMPROVEMENTS PROJECT

PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE

SCOPE OF SERVICES

4/17/2009

The Wood Rodgers Team has previously prepared the Project Study Report and Project Report for this project, which will add a second westbound left-turn lane from State Route 68 (SR 68) to Corral de Tierra Road. This project will widen SR 68 on the north side to either side of Corral de Tierra Road and will widen Corral de Tierra Road on the east side to provide space for a second southbound lane departing the intersection. With this scope of work, the Wood Rodgers Team will prepare the Plans, Specifications and Estimate to obtain Caltrans approval of the project construction documents.

PROJECT UNDERSTANDING AND ASSUMPTIONS

Coordination with Adjacent Projects

The Cypress Community Church (and Whitson Engineers) has partially completed a project to relocate their driveway to become the north leg of the Corral de Tierra Road intersection on SR 68, but has not yet constructed the portion of that project within the State right of way. That project is planned to widen SR 68 on the south side to the west of the intersection and modify the traffic signal. The design of this project assumes that the driveway improvements will be in place, but the timing of that project is unknown. The issuance of the Caltrans encroachment permit for the driveway relocation project has been held up because the church cannot agree to permanently close the existing driveway, which is a permit condition. Several adjacent residents have prescriptive rights to use the existing church driveway to access SR 68 and have not agreed to use the proposed driveway access instead, creating the impasse. We expect that Monterey County will work with Caltrans to resolve this impasse and that Wood Rodgers will not be involved. Wood Rodgers will coordinate as much as possible the plans for the signal modifications required for this project with the plans for the signal modifications for the church driveway project.

Monterey County (and Dokken Engineering) have developed a project to construct improvements to the San Benancio Road intersection on SR 68, which overlap with the eastern portion of this project. Wood Rodgers will obtain the final plans for the San Benancio Road intersection project and coordinate the design of the affected portion of the Corral de Tierra intersection improvements project.

A commercial development project is under consideration for the parcel southeast of the Corral de Tierra Road and SR 68 intersection. If that project should move to construction before or during the construction of this intersection improvements project, then coordination with that project will be required. Wood Rodgers will monitor the status of the development proposal during preparation of PS&E for the intersection improvements project and coordinate with Monterey County regarding any impact to this project.

Surveys and Base Mapping

Surveys and Topographic Mapping of the project area were provided by Monterey County during previous phases of project development. This scope assumes that the existing mapping will be sufficient for the preparation of the final design of the project, and that Monterey County will perform any necessary surveys with its own staff. Monterey County survey staff will also prepare any legal descriptions and plats needed for right of way acquisition.

Hydrology and Storm Drainage Design

Wood Rodgers prepared a Preliminary Drainage Report dated March 2008 for this project which was reviewed and accepted by Caltrans. That report showed that no modifications to existing drainage facilities were required. Therefore, this scope does not include drainage design.

EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-68 / Corral de Tierra Road Intersection Operational Improvements
PS&E

Scope of Work



Wood Rodgers will prepare the Plans, Specifications and Estimate to obtain Caltrans encroachment permit for construction of the project through the following tasks:

PROJECT MANAGEMENT

This continuous activity commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. We assume that the Design (PS&E) phase of project development will require approximately 12 months. If the actual project duration exceeds this time, the scope and budget may need to be modified to include additional project management activities. Key elements of our project management program include regular progress reports and meetings with Monterey County, work progress direction and monitoring, coordination, and communications. All coordination will be with the Monterey County Project Manager. The Wood Rodgers Project Manager will monitor and direct work activities on this project in accordance with the contracted work scope, schedule, and budget. Quality Control is also a part of project management.

Kick-off and Project Development Team Meetings: A project kick-off meeting will be scheduled as soon as practical after Notice to Proceed. This meeting should include representatives of Monterey County, Caltrans District 5, Wood Rodgers, and subconsultants, who will constitute the Project Development Team (PDT). Other organizations (e.g., the Transportation Agency for Monterey County or the Association of Monterey Bay Area Governments) may also attend as appropriate. This meeting will be used to establish lines of communication, review the project scope of work, finalize the schedule, and identify key project goals and issues.

During the Design phase of project development, PDT meetings will be held as required to discuss project issues and design details, work progress, budget status, and key project tasks. A total of six meetings are anticipated during the Design phase. Wood Rodgers will prepare the meeting agendas in consultation with the County's Project Manager and the Caltrans Project Manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting minutes to the participants within five days after the meeting.

Project Schedule: Wood Rodgers will develop and maintain a comprehensive Critical Path Method (CPM) schedule for the project development process. A global CPM schedule will be prepared for all tasks necessary to take the project through PS&E approval phase. This schedule will be updated once a month or as necessary to show the master schedule and the actual progress schedule. The schedule will be in Gantt format.

Oversight, Progress Reporting, etc.: Wood Rodgers' project management program includes regular progress reports, work progress monitoring and cost control, coordination, and communication. This task includes project management for a project schedule of up to 12 months from the Notice to Proceed. If the project schedule exceeds 12 months, the budget may need to be modified accordingly. Wood Rodgers' Project Manager is responsible for providing oversight and the controls necessary to ensure that assignments are completed within the budget and schedule for development of the PS&E for this project. Once project protocol is defined, the Wood Rodgers Project Manager will maintain close contact with the County of Monterey's Project Manager and the members of the Wood Rodgers Project Team. The Project Manager will act as the principal liaison between the County and the Project Team.

Written progress reports will be submitted monthly to the County of Monterey with monthly invoices. This report will include a discussion of issues requiring action or decisions that may impact project deliverables, schedule and budget, and anticipated work for the following month.

EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-68 / Corral de Tierra Road Intersection Operational Improvements
PS&E

Scope of Work



Quality Assurance/Quality Control: Quality Assurance (QA) at Wood Rodgers is a project-wide approach that establishes and oversees policies, procedures, standards and guidelines aimed at producing an acceptable level of quality. Quality Control (QC) consists of task specific activities that apply the QA policies at each level to maintain an acceptable level of quality through the application of sound project management, guidance and review.

Prior to the submittal of any draft or final document to the County, a senior staff engineer will complete a QA/QC review. The reviewer will verify that the documents are prepared in conformance with the contract requirements and generally accepted professional standards of engineering. Wood Rodgers' Project Manager has the general responsibility for ensuring that all elements of the QA/QC are complied with, including that adequate resources are available to perform quality work. Each and every team member is responsible for ensuring quality as an integral part of his/her project responsibility. The senior staff review is an additional check, the final QC review prior to making a submittal.

Our approach to QA/QC, combined with active coordination early in the analysis and design process with the County and third party interests will ensure that project requirements are met, thus avoiding costly design iterations, contract addenda, and change orders.

FINAL DESIGN

Task 1.1: Roadway Base Plans

Upon approval of the preliminary design layout of the project by the County/Caltrans, Wood Rodgers will make any necessary revisions to the geometric base map, profiles, and superelevation diagrams for the proposed improvements, and will prepare the improvement plan sheets. These plan sheets will be prepared in accordance with Caltrans Manual of Instructions, CADD User's Manual, and Standard Plans.

Wood Rodgers will also comply with Monterey County's requirements for facilities outside the Caltrans right of way. The layouts will include calculated horizontal alignment at a scale of 1"=50 ft; the profiles and superelevation will include calculated vertical alignment at a scale of 1"=100 ft horizontal and 1"=10 ft vertical and will conform to design requirements established in Caltrans Highway Design Manual. Typical cross sections will be prepared for the roadways. Preliminary design cross-sections will be generated at minimum 50-foot intervals. Sections will also be provided at major changes in roadway section, drainage structures and at major changes in horizontal curve, vertical curve and superelevation.

Upon approval of these preliminary plans, preparation of utility relocation, signing and striping, and lighting and traffic signal plans will be initiated. No drainage, water or sewer plans are anticipated.

Task 1.2: Geotechnical Consultation

Parikh Consultants Inc. (PCI) prepared the geotechnical report for the design and construction of the embankments, retaining wall and pavement widenings on the north side of SR-68 and the east side of Corral de Tierra Road. It is anticipated that PCI only will provide consultation regarding geotechnical matters that may arise during the final design of the project. The anticipated retaining wall type is "welded wire wall" mechanically-stabilized embankment.

Task 1.3: Utility Coordination

Wood Rodgers will perform a utility investigation and coordinate with utility owners throughout the project development process such that the County is immediately notified if there is any anticipated delay to the project due to utility company reviews or relocations. During the development of the construction plans, specifications, and estimate (PS&E), Wood Rodgers will set up a meeting with the County, Caltrans and local utility agencies/companies, if necessary, to present proposed project and request utility verification. Wood Rodgers will provide necessary mapping to utility agencies/companies for utility verification.

EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-68 / Corral de Tierra Road Intersection Operational Improvements
PS&E

Scope of Work



Notification letters and plan sets will be provided to utility owners at two stages during PS&E development beyond the investigation conducted during previous phases of project development, as follows:

"B" Plan Submittal to Utility Companies - Wood Rodgers will prepare draft transmittal letters (Utility verification and Notice to Owners) to affected utility owners for County review and approval prior to transmitting "B" Plans to utility owners. Two sets of half-size 65%-complete "B" plans will be provided to each utility owner. The letter will request that utility owners verify any utility conflicts with proposed improvements and indicate whether any future utilities are proposed in the area. A copy of the utility data obtained from utility owners will be provided to the County and State and the original will be kept in the project files. Information on existing utilities obtained as a result of the "B" plan submittal will be used to determine potential utility conflicts and to resolve the conflicts identified.

"C" Plans Submittal to Utility Companies - Wood Rodgers will prepare draft transmittal letters to affected utility owners for County review and approval prior to transmitting "C" Plans to utility owners. Two sets of half-size 100% plans or "C" plans will be provided to each utility owner as an attachment to the transmittal letter. The letter will indicate to the utility owners whether any changes have been made to the project plans since the "B" plans submittal and request written confirmation of utility relocations and utility relocation schedule.

Task 1.4: Roadway Design

Task 1.4.1: Roadway Plans

In close coordination with the County and Caltrans, Wood Rodgers will prepare the Roadway Plans for the project associated with roadway realignments and widening. Approved geometric layouts will provide the base for the roadway plans and will be used to create the 65%, 95% and 100% (Final) submittal packages.

The 65% submittal will include a letter addressing comments from the Geometric approval submittal, revised plans addressing comments as well as all additional sheets for complete detailed design.

The 95% submittal will include a letter addressing comments from the 65% submittal and revised plans as necessary to address comments from the 65% submittal.

Wood Rodgers will use Microstation for plan preparation. The following roadway plan sheets are anticipated for the project:

- | | |
|---------------------------------------------------------------|-----|
| • Title Sheet | (1) |
| • Typical Cross Sections | (1) |
| • Plan and Profile Sheets (with superelevation as applicable) | (4) |
| • Summary of Quantities | (1) |
| • Construction Details | (3) |
| • Retaining Wall Plan, Profile, Details & Quantities | (5) |
| • Utility Plans | (3) |
| • Traffic Handling Plans | (4) |
| • Pavement Delineation Plans & Quantities | (3) |
| • Sign Plans, Details & Quantities | (3) |
| • Electrical: Intersection Lighting and Signal Plans | (5) |
| • Roadway Cross-sections | (6) |

Task 1.4.2: Special Provisions

Wood Rodgers will prepare Technical Special Provisions for the project based on Caltrans' Standard Special Provisions and Standard Specifications. Specifications will be modified as appropriate to the specific requirements of the County for the project. Lane closure requirements will also be specified.

EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-68 / Corral de Tierra Road Intersection Operational Improvements
PS&E

Scope of Work



Task 1.4.3: Engineer's Estimate

Wood Rodgers will prepare a construction cost estimate based upon approved plans and special provisions. The Engineer's Estimate will be prepared in the Caltrans "BEES" format.

Task 1.4.4: Draft PS&E Submittal

Wood Rodgers will prepare and furnish the draft PS&E for the proposed project to the County and Caltrans for review and comment, as noted earlier in this section. A safety review meeting will be held with County/Caltrans during the Draft PS&E comment and review period, if requested by Caltrans.

Task 1.5: Storm Water Data Report

Wood Rodgers, Inc. will prepare a Storm Water Data Report (SWDR) per the requirements of the Caltrans Project Planning and Design Guide. This will be an update and expansion of the SWDR prepared during the PA&ED phase of project development. The SWDR will include completion of both the required narrative and the checklists. In addition, the SWDR will include an identification of targeted design constituents, design pollution prevention, treatment and temporary construction site best management practices. The SWDR will be submitted to Caltrans for review and comment per the District's SWDR approval process.

Task 1.6: Conceptual Storm Water Pollution Prevention Plan

Wood Rodgers will develop a Conceptual Storm Water Pollution Prevention Plan (CSWPPP) to address the National Pollutant Discharge Elimination System General Construction Permit requirements for the project. The CSWPPP will include an evaluation of pollutants of concern related to proposed construction activities; an evaluation of temporary construction site best management practices (BMPs); a plan to address non-storm water management (specifically dewatering activities); a Sample and Analytical Plan (SAP) to address the General Construction Permit requirements; and a SWPPP exhibit that will identify suggested locations for BMP implementation. The CSWPPP will aid the contractor in accurately bidding the SWPPP contract item; assist with SWPPP compliance during construction; and can be utilized to secure other regulatory permits required for the protection of species of concern or sensitive habitat.

Task 1.7: Public Meetings

Wood Rodgers will prepare exhibits for and attend up to two public meetings to be organized by Monterey County at a location near the project site, if required. The Wood Rodgers Project Manager, Project Engineer, and Stormwater Manager are anticipated to be the project staff to attend the public meeting(s). The purpose of the meeting(s) will be to present the project to interested members of the public, explain the impacts of the project, and answer questions regarding the project.

Task 1.8: Permitting Coordination

No environmental permits were identified as necessary for project construction during development of the environmental documentation. Therefore, only notification to the Regional Water Quality Control Board and a Caltrans encroachment permit to enter State right of way and construct the improvements will be required for this project. Wood Rodgers will prepare the Notice of Intent for the RWQCB and the PS&E certification document for Caltrans, and will prepare the Encroachment Permit Application and assist the County to obtain the Caltrans encroachment permit for construction of the project.

Task 1.9: Signal and Lighting Design

Wood Rodgers will prepare electrical PS&E for the modification of the traffic signal, and intersection lighting at Corral de Tierra Road/SR-68. The signal and lighting PS&E will be incorporated into the roadway plans for 65% and 95% submittals.

EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SR-68 / Corral de Tierra Road Intersection Operational Improvements
PS&E Scope of Work



Wood Rodgers will use the results of the traffic study as the basis for selection of lane/phase configurations. This will include recommendations for design, hardware, and system components to support the operational strategy. Wood Rodgers will incorporate traffic signal and lighting into the PS&E package for project construction, with full coordination of pavement delineation and signing plans.

Task 1.10: Transportation Management Plan

Wood Rodgers will prepare a Transportation Management Plan (TMP) for the construction of the proposed improvements for Caltrans and County review and approval. The TMP will be in accordance with Caltrans guidelines, and will show the staged construction of the intersection, traffic handling at each stage, permissible lane closures, and analysis of traffic operations. Review comments will be incorporated in successive submittals to achieve approval of the TMP.

Task 1.11: Constructibility Review

A senior-level engineer who was not involved in the preparation of the PS&E will review the Plans and Special Provisions, prior to submittal, to ensure that they "biddable, buildable, and administratable."

Upon finalization of plans, specifications and estimate, the 95% PS & E package will be submitted to Caltrans and the County for review. Comments received will be incorporated prior to the submittal of the final, 100% PS&E. At each stage, prior to these submittals, quality control reviews will be performed.

Task 1.12: Final PS&E ("C" Plans)

Upon completion of the 95% submittal package, Wood Rodgers will schedule a review session, if required, with the County and Caltrans to discuss review comments and resolve any conflicting comments. Prior to final design submittal, Wood Rodgers will perform an internal quality and constructability review of the entire PS&E package. Corrections to the PS&E documents are made as per the review comments. Additional documents that are prepared at this stage are the working day schedule, and the "Resident Engineer (RE) pending" file.

Upon approval of the final PS&E, Wood Rodgers will furnish the County approved Plans, Specifications and Estimates to be used for project advertising. Plan submittal to Caltrans and the County will include velum or mylar plots and electronic CADD drawing files. Specifications submittal will include a "camera ready" copy and electronic files in MS Word for Windows format. A hard copy and electronic files used to generate the Engineer's Estimate will also be furnished to the County and Caltrans.

EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Wood Rodgers Inc.

4/17/2009

Compensation for Professional Engineering Services**for****Corral de Tierra Road Intersection on State Route 68****PS&E****County of Monterey**

<u>DIRECT LABOR</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Principal Engineer	36	\$185.00	\$6,660.00
Project Manager	157	\$140.00	\$21,980.00
Engineer III	182	\$125.00	\$22,750.00
Engineer II	530	\$115.00	\$60,950.00
Engineer I / CAD Technician III	448	\$95.00	\$42,560.00
Administrative Assistant	56	\$60.00	\$3,360.00
Total - Direct Labor	1,409		\$158,260.00

OTHER COSTS

• Mileage/Reproduction/ other direct Costs	\$2,200.00
Total - Direct Cost	\$2,200.00

TOTAL - Wood Rodgers**\$160,460.00**

EXHIBIT A-5 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Monterey County Final Design for SR-68 Corral de Tierra Road Intersection Operational Improvements Estimated Labor Hours



Revised 4/17/2009

Task Description	WOOD RODGERS, INC.						TOTAL HOURS
	Principal Engineer	Project Manager	Project Engineer (Engineer III)	Design Engineer (Engineer II)	Engineer I / CAD Technician III	Administrative Assistant	
PROJECT MANAGEMENT	10	36	50	20	2	12	130
Project Management	4	16	24	8		8	60
Kick-Off Meeting	2	8	10		2	4	26
Other Project Meetings	4	12	16	12			44
FINAL DESIGN	26	121	132	310	446	44	1279
Task 1.1 - Roadway Base Plans	4	12	4	24	32	2	78
Task 1.2 - Geotechnical Consultation							
Task 1.3 - Utility Coordination	2			32		2	36
Task 1.4 - Roadway Design	8	46	58	190	196	16	514
1.4.1 Roadway Plans	2	12	16	80	56	4	170
1.4.2 Special Provisions	2	16	24	8	4	4	58
1.4.3 Engineer's Estimate		2	2	6	24	2	36
1.4.4 Draft PS&E Submittal	4	16	16	96	112	6	250
Task 1.5 - Storm Water Data Report		4	4	12	24	2	46
Task 1.6 - Conceptual Storm Water Pollution Prevention Plan		2		24	16	2	44
Task 1.7 - Public Meetings (2)	4	16	16	16	16	4	72
Task 1.8 - Permitting Coordination		4	8			2	14
Task 1.9 - Signal and Lighting Design	4	16	24	104	98	4	250
Task 1.10 - Transportation Management Plan		4	4	12		2	22
Task 1.11 - Constructability Review		1	2	8			11
Task 1.12 - Final PS&E ("C" Plans)	4	16	12	88	64	8	192
TOTAL HOURS	38	157	182	520	648	78	1409

DATE (MM/DD/YYYY)
10/01/09

RECEIVED
OCT 07 2003

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Wood Rodgers, Inc.
3301 C Street, Bldg 100B
Sacramento, CA 95816-3342

RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS - ADMIN

INSURERS AFFORDING COVERAGE

NAIC.#

INSURER A: The Travelers Indemnity Co of CT

25674

INSURER C: American Automobile Ins. Co.

INSURER D: XL Specialty Insurance Co.

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/09	10/01/10	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
		<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	BA5367L055	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY	CUP7348Y112	10/01/09	10/01/10	EACH OCCURRENCE	\$5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP80977867	10/01/09	10/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D		OTHER Professional Liability	DPR9616978	10/01/09	10/01/10	\$5,000,000 per claim \$7,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
<p>All Operations of the Named Insured.</p> <p>(see attached endorsement)</p>

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ~~PHONE OR FAX~~ MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AT THE ADDRESS ON THE POLICY~~

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) 1 of 1

#M259344

VJG

© ACORD CORPORATION 1988

POLICY NUMBER: 6805350L903

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 10/1/2009

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 Managment 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

TRAVELERS CORP. TEL: 1-800-328-2189
 ARCHITECTS PLAN
 COMMON POLICY DECLARATIONS
 ISSUE DATE: 10/01/09
 POLICY NUMBER: BA-5367L055-09-GRP

INSURING COMPANY:
 TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
 WOOD RODGERS INC.
 3301 C ST BLDG 100B
 SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/09 to 10/01/10 12:01 A.M. Standard Time at
 your mailing address.

3. LOCATIONS

Premises	Bldg.			
Loc. No.	No.	Occupancy		Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
 COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS
 FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
 containing its complete provisions:

Policy	Policy No.	Insuring Company

7. PREMIUM SUMMARY:
 DIRECT BILL

Provisional Premium	\$
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:
 DEALEY RENTON & ASSOC (CGW76)
 P O BOX 12675
 OAKLAND, CA 946042675

COUNTERSIGNED BY:


 Authorized Representative

DATE: 10/8/09



POLICY NUMBER: BA-53671055-09-GRP

EFFECTIVE DATE: 10-01-09

ISSUE DATE: 10-01-09

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07	COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA T0 01 02 07	BUSINESS AUTO COV PART ITEMS 1, 2
CA T0 02 11 06	BUSINESS AUTO COV PART DEC- ITEM 3
CA T0 03 02 07	BUSINESS AUTO COV PART ITEMS 4, 5
CA T0 30 11 06	BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD
CA T0 31 11 07	TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 03 06	BUSINESS AUTO POLICY
CA T4 00 01 04	AMENDATORY ENDORSEMENT
CA 01 36 10 01	NEVADA CHANGES
CA 01 43 05 07	CALIFORNIA CHANGES
CA 03 05 02 97	CA CHANGES-WAIVER OF COLLISION DED
CA 04 24 04 06	CALIFORNIA AUTO MED PAY COV
CA 20 48 02 99	DESIGNATED INSURED
CA 21 27 06 08	NEVADA UM COVERAGE
CA 21 54 03 06	CALIFORNIA UM COVERAGE-BI
CA 99 03 03 06	AUTO MED PAY COVERAGE
CA 99 16 12 93	HIRED AUTOS SPECIF AS COV AUTOS YOU OWN
CA T3 40 08 08	BLANKET WAIVER OF SUBROGATION
CA T3 04 01 87	AMENDED TITLE-AUTO COVERAGE PARTS

INTERLINE ENDORSEMENTS

IL 00 21 09 08	NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 10 09 07	NV CHANGES-CONCEALMENT, MISREP OR FRAUD
IL 02 51 09 07	NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 09 08	CA CHANGES-CANCELLATION & NON-RENEWAL

POLICYHOLDER NOTICES

PN CA 36 09 05	CA AUTO BODY REPAIR CONS BILL OF RIGHTS
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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
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 the endorsement.

Paragraph 5. Transfer of Rights Of Recovery Against Others To Us of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

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.



BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1 Any "Auto"	
2 Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3 Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4 Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5 Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6 Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7 Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8 Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9 Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19 Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured

contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" 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"; or
 - (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 Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion 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.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by gov-

ernmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. Comprehensive Coverage

From any cause except:

 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. Specified Causes Of Loss Coverage

Caused by:

 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

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

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

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

ORDER DATE 04-05-2010

CT 3000 0000000032

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

WOOD RODGERS INC
3301 C Street Bldg 100-B
Sacramento CA 95816

S PUBLIC WRK
H 168 W. ALISAL ST.,
P 2ND FLOOR
T SALINAS CA 93901

B PUBLIC WRK
I 168 W ALISAL ST
L 2ND FLOOR
T SALINAS CA 93901

VENDOR NUMBER: CV000001969

DELIVERY DATE:

F.O.B.:

PURCH DESC: *****CHANGE ORDER*****
AMENDMENT #7 EXTENDS THE TERM TO JUNE 30, 2011, AND INCREASE TOTAL CONTRACT AMOUNT BY \$160,460.00 FOR A TOTAL
AMOUNT NOT TO EXCEED \$667,932.00.

AGREEMENT NO. A-09986, PROVIDING THE DEVELOPMENT OF A PROJECT REPORT TO COMPLETE CALTRANS REQUIREMENTS OF
THE PROJECT APPROVAL & ENVIRONMENTAL DETERMINATION PHASE FOR INTERSECTION IMPROVEMENTS AT STATE HWY 68 &
CORRAL DE TIERRA RD. PROJECT #06-114065 TOTAL AMOUNT NOT TO EXCEED \$102,205. AMENDMENT NO. 1 IN THE AMOUNT OF
\$21,725.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$123,930. EXTEND TERMS TO 12/31/06. AMENDMENT NO. 2 IN THE AMOUNT OF
\$249,160 FOR A TOTAL AMOUNT NOT TO EXCEED \$373,090. EXTEND TERMS TO 12/31/07. AMENDMENT NO. 3 TO EXTEND TERMS
FROM 9/1/04 - 12/31/08. AMENDMENT NO. 4 TO EXTEND TERMS TO 12/31/09. AMENDMENT NO. 5 IN THE AMOUNT OF \$45,697 FOR A
TOTAL AMOUNT NOT TO EXCEED \$418,787. AMENDMENT NO. 6 IN THE AMOUNT OF \$88,685 FOR A TOTAL AMOUNT NOT TO
EXCEED \$507,472 AND EXTEND TERMS THROUGH 1/31/2011

1 0.0 91299
COMM LINE DESC: Construction In Progress
EXTENDED DESC: RUSH - Wood Rodgers - Hwy 68 & Corral de Tierra Intersection
002 - 3000 - 8195 - RMA012 - 6613 - - - 246735.75

.00 .00 246,735.75

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 246,735.75

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

COUNTY BUYER INFORMATION

Debra Bayard
EMAIL: bayardd@co.monterey.ca.us
TELEPHONE: (831)784-5673 x5673

PRINT DATE: 04/13/10

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1

Rec'd from E. Cardona 4-13-10

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 8 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") is hereby entered into between the County and the CONTRACTOR.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 28, 2004 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the parties on May 26, 2006 (hereinafter, "Amendment No. 1"), November 30, 2006 (hereinafter, "Amendment No. 2"), December 7, 2007 (hereinafter, "Amendment No. 3"), January 7, 2009 (hereinafter, "Amendment No. 4"), April 8, 2009 (hereinafter, "Amendment No. 5"), November 12, 2009 (hereinafter, "Amendment No. 6"), and March 18, 2010 (hereinafter, "Amendment No. 7"); and

WHEREAS, due to delays in the review, completion and formatting of environmental documents and review of other development within the proximity of the project, additional time is necessary to complete Caltrans requirements for the Project Approval and Environmental Determination (PA&ED) phase of project development for the Highway 68 – Corral de Tierra Road Intersection Improvements; and

WHEREAS, the County and the CONTRACTOR wish to further amend the Agreement to extend the term through June 30, 2012 with no associated dollar amount increase to continue to provide tasks associated with the PA&ED phase of project development and the completion of the plans, specifications, and engineer's estimate to obtain Caltrans approval of the project construction documents for the Highway 68 - Corral de Tierra Road Intersection Improvements.

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

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

The term of this Agreement is from September 1, 2004 to June 30, 2012, unless sooner terminated pursuant to the terms of this Agreement.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 8 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. 8 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 5-12-11

CONTRACTOR*

Wood Rodgers, Inc.
Contractor's Business Name

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

Its: Ali A. Hemmati, Vice President
(Print Name and Title)

Date: 4/7/2011

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Deputy County Counsel
Cynthia L. Hasson

Date: 4-19-11

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

Its: Timothy R. Crush, Secretary
(Print Name and Title)

Date: 4/7/11

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 4/12/11

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

ENTERED
MAY 11 2011
CCC

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/11

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento, CA 95816-3342		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: The Travelers Indemnity Co of CT	25674
		INSURER B: Travelers Property Casualty Co of Am	
		INSURER C: Travelers Property Casualty Co. of A	
		INSURER D: XL Specialty Insurance Co.	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/10	10/01/11	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
		<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL & ADV INJURY	\$1,000,000
		<input type="checkbox"/> LIABILITY				GENERAL AGGREGATE	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
		<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	BA5367L055	10/01/10	10/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY	CUP007348Y112	10/01/10	10/01/11	EACH OCCURRENCE	\$5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB3565T841	10/01/10	10/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
D		OTHER Professional Liability	DPR9688542	10/01/10	10/01/11	\$5,000,000 per claim \$7,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	
---------------------------------------------------------------------------------------------------------	--

All Operations of the Named Insured.

The County of Monterey, its agents, officers and employees are named as Additional insureds to General and Auto Liability per policy form wording.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ~~FORFEIT~~ MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXX~~

AUTHORIZED REPRESENTATIVE _____



One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

OFFICE PAC

POLICY NO.: 680-5350L903-TIL-10

ISSUE DATE: 10-01-10

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

POLICY PERIOD:

From 10-01-10 to 10-01-11 12:01 A.M. Standard Time at your mailing address.

FORM OF BUSINESS: CORPORATION

~~COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.~~

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.
Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

POLICY NUMBER: 680-53501903-TTL-10

EFFECTIVE DATE: 10-01-10

ISSUE DATE: 10-01-10

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS.

* IL T0 25 08 01	RENEWAL CERTIFICATE
* MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECS
* IL T8 01 01 01	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS
* IL T0 20 02 05	ADDITIONAL LOCATIONS

BUSINESSOWNERS

* CP 12 18 06 95	LOSS PAYABLE PROVISIONS
* MP T1 79 08 97	BLKT LMTS-ALL PREMISES BLDG/PERS PROP
* MP T1 30 02 05	TBL OF CONT-BUSINESSOWNERS COV-DELUXE
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COV-SPEC FORM
MP T1 05 02 05	AMENDATORY PROVISIONS-OFFICES
MP P0 01 09 07	ARCHITECTS,ENGINEERS & SURVEYORS END
* MP T3 07 03 97	PROTECTIVE SAFEGUARDS-SPRINK&RESTAURANT
MP T3 25 01 08	TERRORISM RISK INS ACT OF 2002 NOTICE
* MP T3 29 02 05	ERISA COVERAGE
MP T3 50 11 06	EQUIP BREAKDOWN SERV INTERRUPTION LIM
MP T3 56 02 08	AMENDATORY PROVISIONS-GREEN BLD
* MP T1 55 02 05	AMEND EMPLOYEE DISHONESTY LIMIT
MP T4 90 02 05	NON-CUMULATION OF LIMITS-CALIFORNIA
MP T5 08 01 06	CALIFORNIA CHANGES-REPLACEMENT COST
MP T5 02 02 05	CA CHANGES - ESCROW AGENT

COMMERCIAL GENERAL LIABILITY

CG D3 15 11 03	BLANKET DESIG LOCATION(S) GENL AGGR LMT
CG T0 34 11 03	TABLE OF CONTENTS
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COV FORM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMEND ENDT-PRODUCTS-COMPLETED OPR HAZARD
CG D3 81 09 07	ADDT INSURED ARCHITECT,ENGINEER,SURVEYOR
* CG D3 82 09 07	ADDL INSURED-ARCHITECT,ENGINEER,SURVEYOR
CG 21 70 01 08	CAP ON LOSSES-CERTIFIED ACTS-TERRORISM
CG D0 37 04 05	OTHER INSURANCE-ADDITIONAL INSURED
CG D2 34 01 05	WEB XTEND - LIABILITY
CG D3 79 09 07	ARCHITECT,ENGINEER,SURVEYOR XTEND ENDORS
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 01 04	EXCLUSION-UNSOLICITED COMMUNICATIONS
CG D3 56 01 05	MOBILE EQUIP/EXCL VEHICLES SUB TO MV LAW
CG D3 80 09 07	EXCLUSION-ENGINEER,ARCHITECT,SURVEY PROF
CG D0 76 06 93	EXCLUSION-LEAD
CG D1 42 01 99	EXCLUSION-DISCRIMINATION
CG D2 42 01 02	EXCLUSION WAR

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-5350L903-TIL-10

EFFECTIVE DATE: 10-01-10

ISSUE DATE: 10-01-10

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG T4 78 02 90 EXCLUSION-ASBESTOS

EMPLOYEE BENEFITS LIABILITY

* CG T0 09 09 93 EMPLOYEE BENEFITS LIAB COV PART DEC
CG T0 43 11 88 EMPLOYEE BENEFITS LIAB TABLE OF CONTENTS
CG T1 01 07 86 EMPLOYEE BENEFITS LIABILITY COV FORM
CG T5 30 06 89 AMENDMENT-EBL
CG D0 38 03 95 EXCLUSION-IRC VIOLATIONS
CG T4 85 11 88 ADDITIONAL EXCLUSION-EBL

MULTIPLE SUBLINE ENDORSEMENTS

C = COMMERCIAL GENERAL LIABILITY

E = EMPLOYEE BENEFITS LIABILITY

L = LIQUOR LIABILITY

CG T3 33 11 03 LIMIT WHEN TWO OR MORE POLICIES APPLY (C, E, L)

CG 32 34 01 05 CALIFORNIA CHANGES (C, L)

INTERLINE ENDORSEMENTS

IL T3 82 08 06 EXCL OF LOSS DUE TO VIRUS OR BACTERIA
IL T3 79 01 08 CAPS ON LOSSES FROM CERT ACTS OF TERROR
IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 04 09 07 CALIFORNIA CHANGES
IL 02 70 09 08 CA CHANGES-CANCELLATION & NON-RENEWAL

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 6805350L903

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 10/1/2009

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.

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):
PER SCHEDULE ON FILE

PROJECT/LOCATION OF COVERED OPERATIONS:

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.

TRAVELERS 

One Tower Square, Hartford, Connecticut 06183

Wood Rodgers, Inc
The Travelers Indemnity Co of CT
BA5367L055
10/01/2010-10/01/2011

TRAVELERS CORP. TEL: 1-800-328-2189
ARCHITECTS PLAN
COMMON POLICY DECLARATIONS
ISSUE DATE: 10/01/10
POLICY NUMBER: BA-5367L055-10-GRP

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

WOOD RODGERS INC.
3301 C ST BLDG 100B
SACRAMENTO, CA 95816

2. POLICY PERIOD: From 10/01/10 to 10/01/11 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS

Premises	Bldg.		
Loc. No.	No.	Occupancy	Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TIL

5. NUMBERS OF FORMS AND ENDORSEMENTS

FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$ 69,001
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER:

DEALEY RENTON & ASSOC (CGW76)
P O BOX 12675
OAKLAND, CA 946042675

COUNTERSIGNED BY:

Authorized Representative

DATE: _____



POLICY NUMBER: BA-5367L055-10-GRP

EFFECTIVE DATE: 10-01-10

ISSUE DATE: 10-01-10

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89 COMMON POLICY DECLARATIONS
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA T0 01 02 07 ✓ BUSINESS AUTO COV PART ITEMS 1, 2
CA T0 02 11 06 ✓ BUSINESS AUTO COV PART DEC- ITEM 3
CA T0 03 02 07 ✓ BUSINESS AUTO COV PART ITEMS 4, 5
CA T0 30 11 06 ✓ BUSINESS AUTO/TRUCK COV PART-SUPPL SCHD
CA T0 31 11 07 ✓ TABLE OF CONTENTS-BUSINESS AUTO COV FORM
CA 00 01 03 06 ✓ BUSINESS AUTO POLICY
CA T4 00 01 04 ✓ AMENDATORY ENDORSEMENT
CA 01 36 10 01 ✓ NEVADA CHANGES
CA 01 43 05 07 ✓ CALIFORNIA CHANGES
CA 03 05 02 97 ✓ CA CHANGES-WAIVER OF COLLISION DED
CA 04 24 04 06 ✓ CALIFORNIA AUTO MED PAY COV
CA 20 48 02 99 ✓ DESIGNATED INSURED
CA 20 54 10 01 ✓ EMPLOYEE HIRED AUTOS *new/blank*
CA 21 27 06 08 ✓ NEVADA UM COVERAGE
CA 21 54 09 09 ✓ CA UM MOTORISTS COVERAGE - BODILY INJURY
CA 99 03 03 06 ✓ AUTO MED PAY COVERAGE
CA 99 16 12 93 ✓ HIRED AUTOS SPECIF AS COV AUTOS YOU OWN
CA T3 40 08 08 ✓ BLANKET WAIVER OF SUBROGATION
CA T3 04 01 87 ✓ AMENDED TITLE-AUTO COVERAGE PARTS

INTERLINE ENDORSEMENTS

IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 10 09 07 NV CHANGES-CONCEALMENT, MISREP OR FRAUD
IL 01 15 01 10 NEVADA CHANGES - DOMESTIC PARTNERSHIP
IL 02 51 09 07 NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 09 08 CA CHANGES-CANCELLATION & NON-RENEWAL

POLICYHOLDER NOTICES

PN CA 36 09 05 CA AUTO BODY REPAIR CONS BILL OF RIGHTS

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 04/15/11	
Named Insured Wood Rodgers, Inc.	

SCHEDULE**Name of Person(s) or Organization(s):**

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

All Operations of the Named
Insured. The County of Monterey,
its agents, officers and employees

(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

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 Managment 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

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
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 the endorsement.

Paragraph 5. Transfer of Rights Of Recovery Against Others To Us of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

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.



BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1 Any "Auto"	
2 Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3 Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4 Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5 Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6 Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7 Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8 Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9 Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19 Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured

contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- 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"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- 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 Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion 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.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by gov-

ernmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

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

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

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

ORDER DATE 08-09-2011

CT 3000 0000000098

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR WOOD RODGERS INC 3301 C Street Bldg 100-B Sacramento CA 95816	SHIP TO PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901	BUYER PUBLIC WRK 168 W ALISAL ST 2ND FLOOR SALINAS CA 93901
VENDOR NUMBER: CV0000001969		F.O.B.:
DELIVERY DATE:		

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
1	0.0			<p>PURCH DESC: AGREEMENT NO. A-09966. PROVIDING THE DEVELOPMENT OF A PROJECT REPORT TO COMPLETE CALTRANS REQUIREMENTS OF THE PROJECT APPROVAL & ENVIRONMENTAL DETERMINATION PHASE FOR INTERSECTION IMPROVEMENTS AT STATE HWY 68 & CORRAL DE TIERRA RD. PROJECT #06-114065 TOTAL AMOUNT NOT TO EXCEED \$102,205. AMENDMENT NO. 1 IN THE AMOUNT OF \$21,725.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$123,930. EXTEND TERMS TO 12/31/06. AMENDMENT NO. 2 IN THE AMOUNT OF \$249,160 FOR A TOTAL AMOUNT NOT TO EXCEED \$373,090. EXTEND TERMS TO 12/31/07. AMENDMENT NO. 3 TO EXTEND TERMS FROM 9/1/04 - 12/31/08. AMENDMENT NO. 4 TO EXTEND TERMS TO 12/31/09. AMENDMENT NO. 5 IN THE AMOUNT OF \$45,697 FOR A TOTAL AMOUNT NOT TO EXCEED \$418,787. AMENDMENT NO. 6 IN THE AMOUNT OF \$88,685 FOR A TOTAL AMOUNT NOT TO EXCEED \$507,472 AND EXTEND TERMS THROUGH 1/31/2011. AMENDMENT NO. 7 EXTENDS THE TERM TO JUNE 30, 2011 AND INCREASE TOTAL CONTRACT AMOUNT BY \$160,460.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$667,932.00. AMENDMENT NO.8 EXTENDS THE TERM OF THE PSA THROUGH JUNE 30, 2012.</p> <p>THIS PURCHASE ORDER IS VALID FROM 7/01/2011 THRU 6/30/2012. THIS PO REPLACES CT00000000032.</p> <p>91299</p> <p>COMM LINE DESC: Construction In Progress</p> <p>EXTENDED DESC: RUSH - Wood Rodgers - Hwy 68 & Corral de Tierra Intersection</p> <p>MSDS: Not Required</p> <p>002 - 3000 - 8195 - RMA012 - 7551 - 1140 - 1140 - 133703.79</p>	.00	.00	133,703.79

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 133,703.79

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. Ten

COUNTY BUYER INFORMATION

Kristen Aldrich

EMAIL: aldrichk@co.monterey.ca.us

TELEPHONE: x4995

PRINT DATE: 08/18/11

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

PAGE NUMBER: 1 OF 1



Monterey County

Board Order

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

Agreement No.: A-09966 Amendment No. 9

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

- a. Approved Amendment No. 9 to Professional Services Agreement No. A-09966 with Wood Rodgers, Inc. to provide additional project management, review and processing of the environmental documents, and approval related to the Project Approval and Environmental Determination and Plans, Specifications and Estimate for the Highway 68 - Corral de Tierra Road Intersection Improvements, Project No. 114065, in the amount of \$73,330 for a total amount not to exceed \$741,262, and extend the term to December 31, 2014; and
- b. Authorized the Contracts/Purchasing Officer to execute Amendment No. 9 to Professional Services Agreement No. A-09966 and future amendments that do not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 22nd day of May 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT:None

I, Gail T. Borkowski, 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 76 for the meeting on May 22, 2012.

Dated: May 30, 2012
File Number: 12-053

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 9
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 9 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") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 28, 2004 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the parties on May 26, 2006 (hereinafter, "Amendment No. 1"), November 30, 2006 (hereinafter, "Amendment No. 2"), December 7, 2007 (hereinafter, "Amendment No. 3"), January 7, 2009 (hereinafter, "Amendment No. 4"), April 8, 2009 (hereinafter, "Amendment No. 5"), November 12, 2009 (hereinafter, "Amendment No. 6"), March 18, 2010 (hereinafter, "Amendment No. 7"), and May 12, 2011 (hereinafter, "Amendment No. 8"); and

WHEREAS, due to delays in the review, completion and formatting of environmental documents, additional time is necessary to complete Caltrans requirements for the Project Approval and Environmental Determination (PA&ED) phase of project development for the Highway 68 – Corral de Tierra Road Intersection Improvements (hereinafter, "Project"); and

WHEREAS, additional time is necessary to allow sufficient time for Caltrans approval of the Plans, Specifications and Estimate (PS&E) of the Project; and

WHEREAS, the parties wish to further amend the Agreement to allow for additional project management, review and processing of the environmental documents, and approval related to the PA&ED and PS&E process of the Project; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount by \$73,330 and extend the term to December 31, 2014 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 9.

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6 in conformity with the terms of this Agreement.

2. 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, A-1, A-2, A-3, A-4, A-5 and A-6, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$741,262.

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

The term of this Agreement is from September 1, 2004 to December 31, 2014, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-6 Scope of Services/Payment Provisions".

5. ~~Revise County's Contract Administrator's name and title, address, and phone under Paragraph 14, "Notices", to read as follows:~~

Dalia Mariscal-Martinez, Management Analyst II
Name and Title

County of Monterey Resource Management Agency
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Address

(831) 755-8966
Phone

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 9 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. 9 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 6.13.12

CONTRACTOR*

Wood Rodgers, Inc.
Contractor's Business Name

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

Its: Ali A. Hemmati, Vice President
(Print Name and Title)

Date: 4/16/2012

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Deputy County Counsel

Date: 4-26-12

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

Its: Timothy R. Crush, Secretary
(Print Name and Title)

Date: 4/16/12

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 4-18-12

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

JUN 12 2012
CCC

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

STATE ROUTE 68 / CORRAL DE TIERRA ROAD INTERSECTION OPERATIONAL IMPROVEMENTS PROJECT PROJECT REPORT AND ENVIRONMENTAL DOCUMENTATION

The additional scope and budget required to complete the environmental documentation and Project Report is outlined below. These items are addressed in order of our current scope of work for this phase of the project:

Task 1.0 - Project Management: The current agreement, as amended, includes budget for project management through December 2010. We now anticipate that the Project Approval & Environmental Document phase of this project will continue until December 2012, an additional 24 months. This will require additional time and effort by Wood Rodgers and LSA for coordination, monitoring and directing work activities, and preparing monthly progress reports and invoices during the PA&ED process.

Task 1.1 – Environmental Initiation – No change to scope or budget.

Task 1.2 – Environmental Technical Reports – No change to scope or budget.

Task 1.3 - CEQA Environmental Document:

Task 1.3.1: Administrative Draft Initial Study/Mitigated Negative Declaration (IS/MND): LSA will revise the July 12, 2011 version of the Administrative Draft IS/MND (ADED) and submit the document to Caltrans, the County and Wood Rodgers for review. The submittal will also include an updated External Certification form, Responses to Caltrans third round of comments, an updated Environmental Document Review Checklist and a CD with the revised Word files and forms. The revised ADED will be submitted by District 5 to the Region (District 6) staff for review and QA/QC comments/ edits. Wood Rodgers will provide review and coordination.

Deliverables/Actions:

- Administrative Draft Initial Study/MND to Caltrans District 5 for review and forwarding to Region QA/QC for review (electronic files on CD and 3 print copies to Caltrans). One copy each to County of Monterey and Wood Rodgers.

Task 1.3.2: Draft IS/MND for Public Review: LSA will respond to Caltrans District 6/Region QA/QC comments on the Administrative Draft IS/MND, and will revise the document and prepare responses to the comments in Caltrans format. The level of effort budgeted for this revision is 58 hours based on our experience with the Central Region (District 6). This estimate includes labor for two environmental analysts, one technical staff, clerical and graphics. This does not include further document format/template changes from Caltrans should it be necessary. The Mitigated Negative Declaration form will be completed by LSA in draft form.

LSA will provide the preprint version of the public review Draft IS/MND to Caltrans District 5, the County and Wood Rodgers for a limited final review to verify that the document is approved for circulation. Wood Rodgers will provide review and coordination. District 5 will coordinate with the Region QA/QC reviewers for their second and final round of comments which are assumed to be minor. LSA will make final revisions and provide the Draft IS/MND to Caltrans for approval to circulate the document for public review. The County will provide the final signed MND form.

LSA will provide Caltrans with on print-ready master copy of the IS/MND including appendices (and technical studies if necessary). One CD with the Draft ED electronic files will also be provided. Caltrans or the County will conduct the document distribution for public review. LSA will prepare a draft Notice of Intent (NOI) and a public notice regarding the availability of the Draft IS/MND for public review. The County or Caltrans will be responsible for publication of

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

the public notice in a general circulation newspaper. In addition, LSA will also prepare a draft Notice of Completion (NOC) for the County to file with the County Clerk and the State Clearinghouse to begin the required public review period.

Deliverables/Actions:

- Pre-print Draft IS/MND to Caltrans and the County for review (electronic files or 2 print copies)
- Draft IS/MND for public review (one master print copy and one CD)
- Prepare draft Notice of Completion and draft Notice of Intent to adopt MND (electronic files)

Task 1.3.3: Final IS/MND: LSA will prepare written responses to public comments received on the Draft IS/MND that raise substantive environmental issues. After the close of the public comment period, draft responses will be submitted to Wood Rodgers, the County and Caltrans District 5 for review. LSA will confer with the County and Caltrans to review written comments and verbal or written comments from the public meeting to develop a general framework and strategy for preparation of responses. It may be warranted for Caltrans or the County to respond to some of the comments. Any revisions to the IS/MND will be shown in the text by a line in the margin. LSA has estimated the level of effort necessary to review, number and respond to public comments on the MND. Should it be determined after review of the public comments that the level of effort would be greater than estimated, LSA would provide a revised estimate to Wood Rodgers and the County for consideration.

Draft responses to comments and associated changes to pages of the IS/MND will be submitted to the County, Caltrans and Wood Rodgers for simultaneous review. Wood Rodgers will provide review and coordination. A Final MND with responses to comments will be prepared. LSA will provide one master print copy of the Final MND documents to the County and Caltrans along with electronic files for further production by the County or Caltrans as needed.

LSA will prepare a draft Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The draft MMRP will be submitted to the County and Caltrans for review and comment, and the final MMRP will be provided to the County and Caltrans along with the Final IS/MND for approval.

Following the Planning Commission's approval of the IS/MND, LSA will prepare a Notice of Determination (NOD) for the County to file with the County Clerk and State Clearinghouse.

The County shall provide the appropriate fee for CDFG review of the IS/MND as required by the Fish and Game Code Section 711.4 to be submitted to the County Clerk with the NOD.

Deliverables/Actions:

- Draft Responses to Comments (RTC) and Revised MND to Caltrans, the County and Wood Rodgers for review (electronic files and/or 2 print copies)
- Final RTC and MND (master print copy and electronic files)
- Draft MMRP for County/Caltrans review (electronic files)
- Final MMRP (electronic files).
- Draft Notice of Determination (electronic file).

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 1.3.4: Public Meeting: Wood Rodgers' Project Manager and Project Engineer will participate in one community meeting/workshop during the MND public review period. Wood Rodgers will provide exhibits to show the project features. This meeting will be coordinated by Caltrans and County staff.

Task 1.4 - CESA Incidental Take Permit: LSA prepared a draft application to obtain a 2081 Incidental Take Permit from CDFG to authorize "take" of CTS during project construction. Prior to an "official" submittal, CDFG biologist Linda Connolly provided initial comments on the draft application. LSA will revise the 2081 Incidental Take Permit application based on CDFG's comments. The current mitigation strategy proposes to credit purchase at the Ohlone Conservation Bank once the next phase is authorized; this strategy must be approved by CDFG.

The revised draft application will be distributed to the County and Wood Rodgers for review and comments. Following resolution of any comments, the application materials will be revised as necessary and submitted to CDFG for processing. LSA will follow up with CDFG to ensure the application is reviewed and considered complete. LSA will respond to any additional comments and/or requests for information from CDFG during their review of the application (up to 8 hours for LSA's Senior Environmental Planner is estimated for coordination).

Deliverables/Actions:

- Revised Draft 2081 permit application to Wood Rodgers and County for review (electronic copy or 2 print copies);
- Submit application package to CDFG for completeness determination (one print copy);
- Respond to questions from CDFG.

Task 2.1 – Revise Conceptual Geometric Drawing – Wood Rodgers has been advised that Monterey County will provide additional survey data to serve as the basis for revising the preliminary design cross-sections and project layout drawing. This data is expected to provide better information on the existing roadway after the construction of the adjacent Cypress Community Church project that has modified the subject intersection as well as the adjacent San Benancio Road intersection project that overlaps the eastern portion of the Corral de Tierra Road intersection project. Wood Rodgers will update the drawings to incorporate the new data.

Task 2.2 – Traffic Engineering – No change to scope or budget.

Task 2.3 – Geotechnical Design and Materials Report – No change to scope or budget.

Task 2.4 – Preliminary Drainage Report – This task has previously been completed, but we have been requested to investigate elimination of the existing cross gutter where Corral de Tierra Road intersects with Route 68. This is expected to involve study of drainage inlets and storm drains, and involve the following effort to revise the preliminary drainage report:

Task 2.5 – Identify Utility Relocation Requirements – No change to scope or budget.

Task 2.6 – Design Standards Compliance – No change to scope or budget.

Task 2.7 – Right of Way Data Sheet – No change to scope or budget.

Task 2.8 – Preliminary Estimate of Project Cost – The project cost estimate has been completed and updated several times. We anticipate that it will need to be revised and updated again to reflect changing material costs, revision to quantities as a result of revised conceptual geometric drawings and drainage concept. Wood Rodgers will prepare a new or updated preliminary estimate of project construction cost.

EXHIBIT A-6 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2.9 - Prepare Draft Project Report - The Draft Project Report has been completed and revised numerous times, and the budget for this item is exhausted. We anticipate that additional revisions will result due to revisions to the environmental document, conceptual geometric drawings, preliminary drainage report, preliminary estimate of project cost, and review comments. We estimate that the following effort will be required to gain Caltrans approval of the Draft Project Report:

Task 2.10 - Prepare Final Project Report: No change to the scope or budget.

SUMMARY OF BUDGET CHANGES (Details shown on next page):

Additional Project Management:	\$26,420
Task 1.3 - CEQA Environmental Document	\$23,130
Task 1.3.4 - Public Meeting	\$ 3,170
Task 1.4 - CESA Incidental Take Permit	\$ 9,440
Task 2.1 - Revise Conceptual Geometric Drawing	\$ 3,400
Task 2.4 - Preliminary Drainage Report	\$ 2,390
Task 2.8 - Preliminary Estimate of Project Cost	\$ 1,630
Task 2.9 - Prepare Draft Project Report	<u>\$ 3,750</u>
TOTAL ADDITIONAL BUDGET	\$73,330

EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Amendment #9

Monterey County

EXHIBIT A-6 - PAYMENT PROVISIONS

Project Report for SR-68 / Corral De Tierra Road Intersection Operational Improvements
Estimated Labor Hours



WOOD RODGERS
REVEALING INNOVATIVE DESIGN SOLUTIONS

Task Description	WOOD RODGERS, INC.					LSA Associates, Inc.							Grand Total Hours	Grand Total Cost			
	Principal Engineer	Project Engineer (Engineer III)	Assistant Engineer/CAD Technician III	Project Coordinator	TOTAL HOURS	LABOR COST	DIRECT COSTS	Principal/Project Manager	Senior Environmental Planner	Senior Technician	Environmental Analyst	Graphics/GIS			Word Processor	TOTAL HOURS	LABOR COST
Rates:	\$116	\$175	\$55	\$70				\$170	\$125	\$116	\$53	\$75	\$75				
PROJECT MANAGEMENT	36	72		24	132	\$17,340	\$0	46	4	0	12	0	0	62	\$9,080	\$0	\$26,420
Project Management & Coordination																	
MISSION STATEMENT ENVIRONMENTAL DOCUMENTATION	12	24	8	0	44	\$5,980	\$300	50	38	8	108	18	38	208	\$28,280	\$1,200	\$35,740
Tasks 1.1 & 1.2 - Completed					0	\$0	\$0							0	\$0		\$0
Task 1.3 - CEQA Environmental Document	4	12	0	0	16	\$2,240	\$0	46	4	8	108	14	32	212	\$19,680	\$1,200	\$23,130
1.3.1a Administrative Draft IS/MND (4th Edition to CT)	1	4			5	\$685	\$0	6			16		6	28	\$2,510	\$100	\$3,295
1.3.1b Revised Draft IS/MND (CT OADC)	1	4			5	\$685	\$0	16		4	28	4	6	58	\$5,750	\$250	\$6,685
1.3.2 Draft IS/MND for Public Review	1	2			3	\$435	\$0	12			24	2	8	46	\$4,350	\$500	\$5,285
1.3.3 Mitigation Monitoring & Review Program / Mitigated Negative Declaration	1	2			3	\$435	\$0	12	4	4	20	8	12	80	\$7,080	\$350	\$7,865
Task 1.3.4 - Public Meeting	6	8	8		22	\$2,870	\$300							0	\$0		\$3,170
Task 1.4 - CESA Incidental Take Permit	2	4			6	\$870	\$0	4	32	30		4	6	76	\$8,570	\$0	\$9,440
MISSION STATEMENT PROJECT APPROVAL	8	16	62	0	86	\$11,770	\$0	0	0	0	0	0	0	0	\$0	\$0	\$11,770
Task 2.1 - Revise Conceptual Geometric Drawing																	
Tasks 2.2 & 2.3 - Completed	2	6	24		32	\$3,400	\$0							0	\$0		\$3,400
Task 2.4 - Prelim Drainage Report (Eliminate Cross Gutter)					0	\$0	\$0							0	\$0		\$0
Task 2.4 - Prelim Drainage Report (Eliminate Cross Gutter)	2	4	16		22	\$2,390	\$0							0	\$0		\$2,390
Tasks 2.5, 2.6 & 2.7 - Completed					0	\$0	\$0							0	\$0		\$0
Task 2.8 - Preliminary Estimate of Project Cost	2	4	8		14	\$1,630	\$0							0	\$0		\$1,630
Task 2.9 - Prepare Draft Project Report	2	24	4		30	\$3,750	\$0							0	\$0		\$3,750
Task 2.10 - Prepare Final Project Report (No Change)					0	\$0	\$0							0	\$0		\$0
TOTAL HOURS	56	124	60	24	264	\$41,600	\$300	96	40	8	120	18	38	340	\$57,440	\$1,800	\$59,240

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/27/11

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: The Travelers Indemnity Co of CT
INSURER B: Travelers Property Casualty Co of Am
INSURER C: Travelers Property & Casualty Co. of A
INSURER D: XL Specialty Insurance Co.
INSURER E:

25674

INSURED

Wood Rodgers, Inc.
3301 C Street, Bldg 100B
Sacramento, CA 95816-3342

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/11	10/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA5367L055	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CUP007348Y112	10/01/11	10/01/12	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB3565T841	10/01/11	10/01/12	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <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 \$1,000,000
D	OTHER Professional Liability	DPR9696262	10/01/11	10/01/12	\$5,000,000 per claim \$7,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All Operations of the Named Insured.
The County of Monterey, its agents, officers and employees are named as
Additional insureds to General and Auto Liability per policy form wording.
Such insurance is Primary and Non-contributory
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY FAX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~AND THE INSURER SHALL BE RESPONSIBLE FOR THE COST OF SUCH NOTICE.~~

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation applies to General and Auto Liability and Worker's Compensation coverage per policy form wording.

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

COMMERICAL 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.

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
ARCHITECTS PLAN
COMMON POLICY DECLARATIONS
ISSUE DATE: 09/27/11
POLICY NUMBER: BA-5367L055-11-GRP

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:
WOOD RODGERS INC.
3301 C ST BLDG 100B
SACRAMENTO, CA 95816
2. POLICY PERIOD: From 10/01/11 to 10/01/12 12:01 A.M. Standard Time at
your mailing address.
3. LOCATIONS
Premises Bldg.
Loc. No. No. Occupancy Address
4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL AUTOMOBILE COV PART DECLARATIONS CA TO 01 02 07 TIL
5. NUMBERS OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY: SEE IL TS 01 10 93
6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:
Policy Policy No. Insuring Company
7. PREMIUM SUMMARY:
DIRECT BILL
Provisional Premium
Due at Inception
Due at Each

NAME AND ADDRESS OF AGENT OR BROKER:
DEALEY RENTON & ASSOC (CGW76)
P O BOX 12675
OAKLAND, CA 946042675

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

IL TO 02 11 89 (REV. 09-07) PAGE 1 OF 1
OFFICE: A&E RETAIL

TRAVELERS

POLICY NUMBER: BA-5367L055-11-GRP

EFFECTIVE DATE: 10-01-11

ISSUE DATE: 09-27-11

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL TO 02 11 89 COMMON POLICY DECLARATIONS
IL TS 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL TO 01 01 07 COMMON POLICY CONDITIONS

COMMERCIAL AUTOMOBILE

CA TO 01 02 07 ✓ BUSINESS AUTO COV PART ITEMS 1, 2
CA TO 02 11 06 ✓ BUSINESS AUTO COV PART DEC- ITEM 3
CA TO 03 03 10 BUS AUTO COV PART DECLARATIONS-4&5 *new edition*
CA TO 30 11 06 ✓ BUSINESS AUTO/TRUCK COV PART-SUPPL SCHED
CA TO 31 03 10 TABLE OF CONTENTS-BUSINESS AUTO COV FORM *new edition*
CA 00 01 03 10 ✓ BUSINESS AUTO COVERAGE FORM *new edition*
CA 20 54 10 01 ✓ EMPLOYEE HIRED AUTO *new*
CA T4 52 11 09 SHORT TERM HIRED AUTO - ADDL INSD *new*
CA T4 59 03 10 AMENDMENT OF EMPLOYEE DEFINITION
CA 01 36 03 10 NEVADA CHANGES *new edition*
CA 01 43 05 07 ✓ CALIFORNIA CHANGES
CA 03 05 02 97 ✓ CA CHANGES-WAIVER OF COLLISION DED
CA 04 24 04 06 ✓ CALIFORNIA AUTO MED PAY COV
CA 20 48 02 99 ✓ DESIGNATED INSURED
CA 21 27 06 08 ✓ NEVADA UM COVERAGE
CA 21 54 09 09 ✓ CA UM MOTORISTS COVERAGE - BODILY INJURY
CA 99 03 03 06 ✓ AUTO MED PAY COVERAGE
CA T3 40 08 08 ✓ BLANKET WAIVER OF SUBROGATION
CA T3 04 01 87 ✓ AMENDED TITLE-AUTO COVERAGE PARTS

INTERLINE ENDORSEMENTS

IL 00 21 09 08 NUCLEAR ENERGY LIAB EXCL END-BROAD FORM
IL 01 10 09 07 NV CHANGES-CONCEALMENT, MISREP OR FRAUD
IL 01 15 01 10 NEVADA CHANGES - DOMESTIC PARTNERSHIP
IL 02 51 09 07 NV CHANGES-CANCELLATION & NONRENEWAL
IL 02 70 09 08 CA CHANGES-CANCELLATION & NON-RENEWAL

POLICYHOLDER NOTICES

PN CA 36 09 05 CA AUTO BODY REPAIR CONS BILL OF RIGHTS

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 10/27/11	
Named Insured Wood Rodgers, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):

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

All Operations of the Named
Insured. The County of Monterey,
its agents, officers and employees

(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

Insured: Wood Rodgers, Inc.
Insurer: The Travelers Indemnity Co of CT
Policy Number: BA5367L055
Policy Dates: 10/01/2011-10/01/2012

COMMERCIAL AUTO

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1	Any "Auto"
2	Owned "Autos" Only Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos" Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

COMMERCIAL AUTO

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However,

we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions**a. Supplementary Payments**

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured

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contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" 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"; or
 - (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 Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion 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.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by gov-

ernmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

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c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

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

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.
- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- 5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized

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representative prompt notice of the "accident" or "loss". Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium

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

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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.

COMMERCIAL AUTO

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.

Insured: Wood Rodgers, Inc.
Insurer: The Travelers Indemnity Co of CT
Policy Number: BA5367L055
Policy Dates: 10/01/2011-10/01/2012

COMMERCIAL AUTO

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
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 the endorsement.

Paragraph 5. Transfer of Rights Of Recovery Against Others To Us of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

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.

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB3565T841

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

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

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

The additional premium for this endorsement shall be
mium otherwise due on such remuneration.

% of the California workers' Compensation pre-

Schedule

Person or Organization:

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

Job Description:

All Operations of the Named
Insured. ***The County of Monterey,
its agents, officers and employees

DATE OF ISSUE: 10/27/11



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 11-13-2012

CT 3000 0000000133

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR WOOD RODGERS INC 3301 C Street Bldg 100-B Sacramento CA 95816	SHIP TO PUBLIC WRK 168 W. ALISAL ST., 2ND FLOOR SALINAS CA 93901	BUYER PUBLIC WRK 168 W ALISAL ST 2ND FLOOR SALINAS CA 93901
VENDOR NUMBER: CV0000001969		F.O.B.:
DELIVERY DATE:		

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE		SALES TAX		EXTENDED PRICE					
				PURCH DESC: AGREEMENT NO. A-09966. PROVIDING THE DEVELOPMENT OF A PROJECT REPORT TO COMPLETE CALTRANS REQUIREMENTS OF THE PROJECT APPROVAL & ENVIRONMENTAL DETERMINATION PHASE FOR INTERSECTION IMPROVEMENTS AT STATE HWY 68 & CORRAL DE TIERRA RD. PROJECT #06-114065 TOTAL AMOUNT NOT TO EXCEED \$102,205. AMENDMENT NO. 1 IN THE AMOUNT OF \$21,725.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$123,930. EXTEND TERMS TO 12/31/06. AMENDMENT NO. 2 IN THE AMOUNT OF \$249,160 FOR A TOTAL AMOUNT NOT TO EXCEED \$373,090. EXTEND TERMS TO 12/31/07. AMENDMENT NO. 3 TO EXTEND TERMS FROM 9/1/04 - 12/31/08. AMENDMENT NO. 4 TO EXTEND TERMS TO 12/31/09. AMENDMENT NO. 5 IN THE AMOUNT OF \$45,697 FOR A TOTAL AMOUNT NOT TO EXCEED \$418,787. AMENDMENT NO. 6 IN THE AMOUNT OF \$88,685 FOR A TOTAL AMOUNT NOT TO EXCEED \$507,472 AND EXTEND TERMS THROUGH 1/31/2011. AMENDMENT NO. 7 EXTENDS THE TERM TO JUNE 30, 2011 AND INCREASE TOTAL CONTRACT AMOUNT BY \$160,460.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$667,932.00. AMENDMENT NO.8 EXTENDS THE TERM OF THE PSA THROUGH JUNE 30, 2012. PER AMEND#9 INCREASE AMOUNT BY \$73,330 FOR A TOTAL AMOUNT NOT TO EXCEED \$741,262, ALSO TO EXTEND THE TERM TO DEC 31, 2014. THIS PURCHASE ORDER IS VALID FROM 7/01/2012 THRU 6/30/2013. THIS PO REPLACES CT00000000098. 91299 COMM LINE DESC: Construction In Progress EXTENDED DESC: RUSH - Wood Rodgers - Hwy 68 & Corral de Tierra Intersection MSDS: Not Required 002 - 3000 - 8195 - RMA012 - 7551 - - - 1140 - - 1140 - - 194138.56										
1	0.0					.00		.00	194,138.56					

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

COUNTY BUYER INFORMATION

Kristen Aldrich

TELEPHONE: x4995

EMAIL: aldrichk@co.monterey.ca.us

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. Ten...

PRINT DATE: 11/14/12

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor, Salinas, CA 93901

**AMENDMENT NO. 10
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WOOD RODGERS, INC.**

THIS AMENDMENT NO. 10 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") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 28, 2004 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 26, 2006 (hereinafter, "Amendment No. 1"), November 30, 2006 (hereinafter, "Amendment No. 2"), December 7, 2007 (hereinafter, "Amendment No. 3"), January 7, 2009 (hereinafter, "Amendment No. 4"), April 8, 2009 (hereinafter, "Amendment No. 5"), November 12, 2009 (hereinafter, "Amendment No. 6"), March 18, 2010 (hereinafter, "Amendment No. 7"), May 12, 2011 (hereinafter, "Amendment No. 8"), and June 13, 2012 (hereinafter, "Amendment No. 9"); and

WHEREAS, the Project Report and Environmental Documents (ED) (including Initial Study and Mitigated Negative Declaration) are ninety-five percent (95%) complete and the Design is thirty percent (30%) complete for the Highway 68 – Corral de Tierra Road Intersection Improvements (hereinafter, "Project"); and

WHEREAS, additional time is necessary to address public comments to the Draft Project Report and ED for completion of the Project Report and ED for the Project; and

WHEREAS; additional time is necessary to obtain County approval for additional funding to allow for completion of tasks related to the Final Design of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2015 with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 10.

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

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

The term of this Agreement is from September 1, 2004 to December 31, 2015, unless sooner terminated pursuant to the terms of this Agreement.

2. All other terms and conditions of the Agreement remain unchanged and in full force.

3. This Amendment No. 10 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. 10 to the Agreement as of the date and year written below:

COUNTY OF MONTEREY

By: W. J. Skinner
Contract Purchasing Officer
County of Monterey

Date: 12/10/14

**Approved as to Form and Legality
Office of the County Counsel**

By: Cynthia R. Oliver
Deputy County Counsel

Date: 12-8-14

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 12-9-14

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Wood Rodgers, Inc.
Contractor's Business Name

By: Ali A. Hemmati
(Signature of Chair, President or Vice President)

Its: Ali A. Hemmati/Vice President
(Print Name and Title)

Date: 12/1/2014

By: Timothy R. Crush
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Timothy R. Crush/Secretary
(Print Name and Title)

Date: 12/1/2014

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2014

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	CONTACT NAME:	
	PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510 452-2193
INSURED Wood Rodgers, Inc. 3301 C Street, Bldg 100B Sacramento, CA 95816-3342	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co	NAIC #: 25674
	INSURER B: St. Paul Fire & Marine Ins. Co.	24767
	INSURER C: XL Specialty Insurance Co.	37885
	INSURER D:	
	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 LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/2014	10/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA5367L055	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		ZUP14S76711	10/01/2014	10/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		UB4020T377	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9717707	10/01/2014	10/01/2015	\$5,000,000 per claim \$7,000,000 annl aggr.

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

All Operations of the Named Insured.

The County of Monterey, its agents, officers and employees are named as Additional insureds to General and Auto Liability per policy form wording.

(See Attached Descriptions)

CERTIFICATE HOLDER County of Monterey Contracts/Purchasing Dept 168 West Alisal Street, 3rd Floor Salinas, CA 93901-0000	CANCELLATION 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 <i>Julie La Nelson</i>

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
1/03/2014

PRODUCER

Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Wood Rodgers, Inc.
3301 C Street, Bldg 100B
Sacramento, CA 95816-3342

INSURER A: Travelers Property Casualty Co

INSURER B: XL Specialty Insurance Co.

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6805350L903 GENERAL LIAB EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.	10/01/13	10/01/14	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS -COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA5367L055	10/01/13	10/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	CUP4161T309	10/01/13	10/01/14	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB4020T377	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <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 \$1,000,000
B	OTHER Professional Liability	DPR9709817	10/01/13	10/01/14	\$5,000,000 per claim \$7,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

All Operations of the Named Insured.

The County of Monterey, its agents, officers and employees are named as Additional insureds to General and Auto Liability per policy form wording.
(See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION

County of Monterey
Contracts/Purchasing Dept
168 West Alisal Street, 3rd Floor
Salinas, CA 93901-0000SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ **THROW BY MAIL** 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY ~~INSURER~~ **THROW BY MAIL**~~INSURER~~ **THROW BY MAIL**
~~INSURER~~ **THROW BY MAIL**
~~INSURER~~ **THROW BY MAIL**
~~INSURER~~ **THROW BY MAIL**

AUTHORIZED REPRESENTATIVE

Julie La Nelson

DESCRIPTIONS (Continued from Page 1)

Such Insurance is Primary and Non-contributory

Waiver of Subrogation applies to General and Auto Liability and Worker's Compensation coverage per policy form wording.

POLICY NUMBER: 6805350L903

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 10/01/2014

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): County of Monterey
Contracts/Purchasing Dept
168 West Alisal Street, 3rd Floor
Salinas, CA 93901-0000

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees

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

COMMERICAL 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.

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 10/01/2014	
Named Insured Wood Rodgers, Inc.	Countersigned by <i>Michael C.</i> (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees

(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.

COMMERCIAL AUTO

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1 Any "Auto"	
2 Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3 Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4 Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5 Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6 Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7 Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8 Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9 Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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|----|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19 | Mobile
Equipment
Subject To
Compulsory
Or Financial
Responsibility
Or Other Motor
Vehicle
Insurance Law
Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |
|----|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds";

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this ex-

clusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" 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"; or
 - (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 accepted 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 Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion 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:

- (a) 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
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from

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continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and
 - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

- a. **Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently

installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

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4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

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

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "Insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;

- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium 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.

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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:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:

- (a) 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
- (b) 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 applies 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"; or
 - (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 accepted 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 simi-

lar "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:

- (a) 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
- (b) 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;
- 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;

COMMERCIAL AUTO

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; or
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

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.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|----------------------------------------------------------------|------------------------------------------------------------------|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE – GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL EFFECTS |
| D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS – INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

B. EMPLOYEE HIRED AUTO

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

An "employee" of yours is an "insured" while operating a covered "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.

- The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

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

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II – LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

- (5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., **Limit Of Insurance**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

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

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

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.

Wood Rodgers, Inc.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB4020T377

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

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

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

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

Schedule

Person or Organization:

County of Monterey
Contracts/Purchasing Dept
168 West Alisal Street, 3rd Floor
Salinas, CA 93901-0000

Job Description:

All Operations of the Named Insured. NAME OF PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees .

DATE OF ISSUE: 01/01/2015



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 02-06-2015

CT 3000 0000000186

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR
WOOD RODGERS INC
3301 C Street Bldg 100-B
Sacramento CA 95816

S H P T O
PUBLIC WRK
168 W. ALISAL ST.,
2ND FLOOR
SALINAS CA 93901

B I L T O
PUBLIC WRK
168 W ALISAL ST
2ND FLOOR
SALINAS CA 93901

VENDOR NUMBER: CV0000001969

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
				PURCH DESC: AGREEMENT NO. A-09966. PROVIDING THE DEVELOPMENT OF A PROJECT REPORT TO COMPLETE CALTRANS REQUIREMENTS OF THE PROJECT APPROVAL & ENVIRONMENTAL DETERMINATION PHASE FOR INTERSECTION IMPROVEMENTS AT STATE HWY 68 & CORRAL DE TIERRA RD. PROJECT #06-114065 TOTAL AMOUNT NOT TO EXCEED \$102,205. AMENDMENT NO. 1 IN THE AMOUNT OF \$21,725.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$123,930. EXTEND TERMS TO 12/31/06. AMENDMENT NO. 2 IN THE AMOUNT OF \$249,160 FOR A TOTAL AMOUNT NOT TO EXCEED \$373,090. EXTEND TERMS TO 12/31/07. AMENDMENT NO. 3 TO EXTEND TERMS FROM 9/1/04 - 12/31/08. AMENDMENT NO. 4 TO EXTEND TERMS TO 12/31/09. AMENDMENT NO. 5 IN THE AMOUNT OF \$45,697 FOR A TOTAL AMOUNT NOT TO EXCEED \$418,787. AMENDMENT NO. 6 IN THE AMOUNT OF \$88,685 FOR A TOTAL AMOUNT NOT TO EXCEED \$507,472 AND EXTEND TERMS THROUGH 1/31/2011. AMENDMENT NO. 7 EXTENDS THE TERM TO JUNE 30, 2011 AND INCREASE TOTAL CONTRACT AMOUNT BY \$160,460.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$667,932.00. AMENDMENT NO.8 EXTENDS THE TERM OF THE PSA THROUGH JUNE 30, 2012. PER AMEND#9 INCREASE AMOUNT BY \$73,330 FOR A TOTAL AMOUNT NOT TO EXCEED \$741,262. ALSO TO EXTEND THE TERM TO DEC 31, 2014.			
				AMENDMENT NO. 10 TO EXTEND TERM TO 12/31/2015.			
				THIS PURCHASE ORDER IS VALID FROM 7/01/2014 THRU 06/30/2015. THIS PO REPLACES CT00000000167.			
1	0.0		91299	COMM LINE DESC: Construction In Progress EXTENDED DESC: RUSH - Wood Rodgers - Hwy 68 & Corral de Tierra Intersection	.00	.00	87,666.36
					ORDER TOTAL		

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

All Vendors are required to review the Monterey County general terms and conditions which apply to all contracts, purchase orders, and other electronic procurements made with the County unless otherwise noted. Said terms and conditions can be found on the County website at http://www.co.monterey.ca.us/admin/terms_conditions.htm

TAX EXEMPTION INFORMATION:
FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. Ten

COUNTY BUYER INFORMATION

TELEPHONE:
EMAIL:

CONTRACTS/PURCHASING DIVISION
168 W Alisal St. 3rd Floor, Salinas, CA 93901

PRINT DATE: 02/09/15

PAGE NUMBER: 1 OF 2



COUNTY OF MONTEREY

PURCHASE ORDER

ORDER DATE 02-06-2015

CT 3000 0000000186

IMPORTANT

THE ABOVE NUMBER AND SHIP TO DEPARTMENT MUST
APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS,
TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.

VENDOR

WOOD RODGERS INC

3301 C Street Bldg 100-B
Sacramento CA 95816

SHIP TO
PUBLIC WRK
168 W. ALISAL ST.,
2ND FLOOR
SALINAS CA 93901

BILL TO
PUBLIC WRK
168 W ALISAL ST
2ND FLOOR
SALINAS CA 93901

VENDOR NUMBER: CV000001969

DELIVERY DATE:

F.O.B.:

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	SALES TAX	EXTENDED PRICE
2	0.0			MSDS: Not Required			
		002	- 3000 - 8195 - RMA012 - 7551 -	- 1140 - 1140 -	- 87666.36		
			91299		.00	.00	11,714.57
				COMM LINE DESC: FY14 ACCRUAL CORRAL DE TIERRA RD			
				EXTENDED DESC: FY14 ACCRUALS - JV 14116			
				MSDS: Not Required			
		002	- 3000 - 8195 - RMA012 - 7551 -	- 1140 - 1140 -	- 11714.57		

THE SHADED ROWS ARE FOR MONTEREY COUNTY DEPARTMENT USE ONLY

ORDER TOTAL 99,380.93

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TAX EXEMPTION INFORMATION:

FEDERAL EXCISE TAX EXEMPTION NUMBER 94-6000524

AUTHORIZED BY COUNTY OF MONTEREY
DEPUTIZED PURCHASING AGENT

Michael R. Ne

COUNTY BUYER INFORMATION

TELEPHONE:

EMAIL:

CONTRACTS/PURCHASING DIVISION
168 W. Alisal St. 3rd Floor Salinas, CA 93901

PRINT DATE: 02/09/15

PAGE NUMBER: 2 OF 2