AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND TWINING, 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 Twining, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 12, 2011 (hereinafter, "Agreement") to provide on-call geotechnical engineering services through September 1, 2013 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on August 30, 2013 (hereinafter, "Amendment No. 1", including Exhibit B-1, Federal Provisions) to revise Exhibit B - Federal Provisions and to extend the term for one (1) additional year through September 1, 2014 with no increase to the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on February 4, 2014 (hereinafter, "Amendment No. 2") to increase the Agreement amount by \$50,000 which resulted in a total not to exceed amount of \$150,000 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on August 25, 2014 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through September 1, 2015 with no increase to the Agreement's not exceed to amount; and

WHEREAS, Agreement was amended by the Parties on August 13, 2015 (hereinafter, "Amendment No. 4", including Exhibit B-2 - Federal Provisions) to revise Exhibit B-1 - Federal Provisions and to extend the term for one (1) additional year through September 1, 2016 with no increase in the Agreement's not exceed to amount; and

WHEREAS, additional time is necessary to allow County to complete the laboratory testing of screenings for the Seal Coat Fiscal Year (FY) 2016-2017 Project; and

WHEREAS, due to the increase in prevailing wages, the CONTRACTOR's original Fee Schedule requires an update effective the execution of this Amendment No. 5 to the Agreement; and

WHEREAS, the Parties wish to further amend the Agreement as it relates to the Seal Coat FY 2016-2017 Project to update the Fee Schedule and to extend the term for six (6) additional months to March 1, 2017 with no associated dollar amount increase to allow CONTRACTOR to

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Amendment No. 5 to Professional Services Agreement
Twining, Inc.
On-Call Geotechnical Engineering Services (RFQ #10249)
RMA – Public Works
Term: September 1, 2011 – March 1, 2017
Not to Exceed: \$150,000.00

continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

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 <u>September 1, 2011</u> to <u>March 1, 2017</u>, unless sooner terminated pursuant to the terms of this Agreement.

- 2. Amend Paragraph 4, effective execution of this Amendment No. 5, "Additional Provisions/Exhibits", to delete original Fee Schedule on Pages 2, 3, 6, 7, 8, 9 and 10 of "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Revised Fee Schedule".
- 3. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*192, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

- 4. All other terms and conditions of the Agreement remain unchanged and in full force.
- 5. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 6. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

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RMA – Public Works
Term: September 1, 2011 – March 1, 2017
Not to Exceed: \$150,000,00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CON	TRACTOR*
Date: 9-12-16	By:	Twining, Inc. Contractor's Business Name (Signature of Chair, President or Vice President)
	Its:	Linas Vittus, Sc. Vice Preside (Print Name and Title)
	Date:	8-3-16
Approved as to Form and Legality Office of the Contry Counsel	Ву:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)
By: Mary Grace Perry Deputy County Counsel	Its:	Amy Quens Secretary (Print Name and Title)
Date: 4 -/6	Date:	8-3-16
Approved as to Fiscal Provisions		
By: Additor/Controller		
Date:		
Approved as to Indemnity and Insurance Provisions		
Ву:		
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.

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Amendment No. 5 to Professional Services Agreement
Twining, Inc.
On-Call Geotechnical Engineering Services (RFQ #10249)
RMA – Public Works
Term: September 1, 2011 – March 1, 2017

Not to Exceed: \$150,000.00

Schedule of Fees 2016 - 2017 Prevailing Wage

MOTE: Thinking soles will be adjusted evalually sech they falso reflect increased costs.

Petracoreal	Refer: Our Hours	Rohma Ciberciaa Możeci
FINERAL STATE	PARTIES AND LABOUR A	

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Task				Teri			
Cada	Engineering and Consulting Personnel		Rate	Code	Nun-Destructive Testing Personnel		Rate
10026	Senior Principal Addition/Concultont	\$	200.00	10461	NOE USanado Testing Teotraldan	Ş	99.00
10017 10017	Principal Engineer/Gedicist Kalafurdical Engineer	\$	180.00	10403	NOE Magnetic Particle Testing Texticidan	\$	99.00
3400030	Renistared Geologicals Engineer	ş	175.00	10405	NOE Ope Penalism Testing Technicism	\$	99.00
10010	Tantanga Advisor	\$	175,4D	10306	Continuous MCE Technician/Webling inspentor	\$	99.00
10011	Meterie: Scientist, Welconstant Consument	- 5	175.ED	10409	Radiospaphic Testing (orem of 2)	李	375,05
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10033	Stantur Engineer/Geologist	\$	100.00	Task			
10009	Charles and Charles and	_		Code	Equipment listing goods lictors Cincentre Nature		Rate
E0003	Perpendical Chairman	B	183.00	\$5316	Skidenom	\$	40.00
10013	Het ingliktemreding Consultant Project Engliserskimmer	ş	189.00	96300	Torque Whench, Small	25	13,00
2000	Casilly County Manager	3	146.90 136.00	95712	Torque Winneh, Large	\$	25.00
10836	Serior Staff Protractions to the	3	130.00	95315 95321	Torque aluminater	8	40,00
10207	SIST Eacher/Geologist	3	125.00	95324	Alt British	5	20.00
10015	Quality Control Administrator	\$	115.00	95143	Parisa Mara (Per Hour)	S	20.00
10019	Metallurgical Teolirigian	š	90.60	98333	Pul Test Squirment	Ē	9.09
90001	CADO Operator/Gentleperant	š	60.00	95348	Concrete/Applialt Coring Equipment (Per hour)	5	60.08
70407	Field Supervisor/Safety Manager	ĕ	110.60	98327	Perhander County Equipment (Fix area)	2	120,08 55,00
20009	Lencatory Manager	3	\$60,00	96336	Floor Platiness (D'ostició	\$	45,80
20000	Laboratory Tembelsian	š	20:00	26830	Sichmidi Harrener	9	20.05
90805	Shipert Williams Testimony	- È	390.00	95341	Vapor Exhibitor Text Kilo	Į.	30.00
91019	Curilled SWPPP Developer	- 8	125.00	95342	Relative Hundrite Probe	¥	45.00
91290	Quantid SWPPP Plantinger	- i	116.00	95330	V-Merior	\$	100.00
				95351	Proposition Authoritical Columbian (Par Test)	š	20.00
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Task				95363	Magnatic Particle Equipment and Consumption	8	30.00
Code	Field inspecious Personnel		Rate		7	-	20100
10101	Concrete/Feinforsed Shel impedicy	- \$	90.00	\$5306	Liculd Pereirani Consumables	5	25.00
10103	Prestasse@Post Fendaned Inspector	É	90.00	96307	Physical Array Utizaconio Egglament (Per Hours	š	60.00
10106	Concrete ICC Inspector	\$	90.00	98347	Graced Penelcaling Rada: (Per Hour)	ŝ	60.00
\$0.193	Orilled-In-Arachor inspector	3	90.00	95345	lecount Educ	š	280.00
10111	Gunite/Shetare"s inspentor	- 5	20,60	\$5358	California Pavement Profilograph (Per Hour)	\$	115.00
#0113	Affaindary Inspector	5	98.60	25349	Inatial Pariler (Per Hoes)	š	250.00
10234	Structural Steel/Marting Inspector	- F	96,00	96357	Project Configuracy Vehicle	*	76.03
BOEDS	ANALE CHARGE VALUE IN Inspector	2	99.00			-	
17.41	Finipercuring Inspection	8	99.00	Tank Code	Specimen Pick-Up		Rata
16594	Lead Inspector	\$	59.40	20162	Standard Sangle, Commune Ovinders (Facility	5	25.00
76001	Asphati Field and Platt Inspectent coinfidate	\$	88.00	20101	Standard Carests: Mortsoffcout Cubes and Cores. Francoling, Rebar, and Epoxy Prisms (Earth)	\$	25.00
70103	Ple Driving Inspector	\$	95.20	20109/ 20184	Oversize Scripts: Masoney Priams, Statumete Papets, Flexibid Bearts (Back)	\$	40,09
70191	Scile Technicism	ş	02.25	20187	Technicism for Specimen Pick-Up Not Listed Above (Per Hour, 2-18-8 Seasons)	*	75.09
10107	Cohosele Chally Control (NCHCalitates Technicism)	5	00.48	20169	Technicism for Specimen Pleasup Besser 5:00 a.m. of Aller 5:00 p.m. Monday sure Pricey, of All Day Baseriay (Per	\$	95.00
60064	Rectur/Watesprooting inspector	-	107.00		Hour, 24ther Mittonium Pico Mileage)		
10515	kindenles inspenier	ž	125.00	"Courts			
	4		***************************************	Task			
10619	Claritical Insuration	_	4	Code	Johnste Trailer, Gobile or Crasita Leberatory		Rate
10521	Electrical inspector	2	125.00	\$5360	Mothie laberatory for septil sel, concrete (per stall and exceed by 12 hours)	\$	375,00
\$0523	Plumbing inspector Building Inspector	2	125.00		All etters by queretten		
B0003	Field Engineering Technicky	2	125.00 89.00				
Task	PARTY STATE OF THE	4	especial (
	Character suites Demonstrat		B. 4				
Code	Shop inspection Personnel		Ruta				
\$0301 10309	Singotural Steel Patriculian Emperior	王	87.00				
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10328	Chie-Limitated Pair 2000 inspector From the Language Print Control		Auctalion				
FUNCE	Pre-casi occerate/Pips Patrica?con inspector	•	67.00				

(2)	Chemical Analysis for Winter Solible Sucures (ASTM C114) (includes sample pres)	1	130.00	70317	Clock Shier Test: Periodical and/or Freedom (ASTM 1988)	ş	245.00
rée	Examination of Concrete		Rate		A sea the season of the season of	4	1 F S LANE
sk	Chamical Analysis and Petrographic			70318	Create Street and Particles (ASTM 85821, CTM 205)	§.	179.00
30293	Exclusion of Pre-Partraged Masonay Morters (ASTM C270)	\$	1,160.00	70311 70313	Concoldation Test Time Rate per Load trorement (ASTN 02436, CTM 219) Conceivity Sedes: Suitate, Cl., pH, Resistaty	\$	48.00 245.00
30232	Leboralizy Triz. Balching, Test Unkli Cracking or up to 28 Days (ASTA: 1981)	專	4,000.000	70309	Copenitabilion Teet: Pull Cycle (ASTM 2436, CTM 219)	\$	195.00
	Age (ASTM CB27)	\$	700.00	70496	Contressive Strength of Molded SpC-Cereent Cylindere (ASTM 01633)	*	169,66
東公 木	Hon-Shrink Great (Feight Clange after Final Sel (ASTM C1090)	ş	450.00	70393	Collapse Poter #SULTIDEX (ASTM DESSS)	\$	175.05
202 11	MBX, M23x and Test Mortar or Grout Specimens for Compressive Strength Set et 6 (ASTM C108, C942)	ş	400.00	30322	Chemess Value: 1.5" x.75" (CTM 227)		275.00
30229	Converse Restrained Expansion (AST): C878)	\$	475.00	38321	Cheanness Venue: 1" x #4 (CTM 227)	-	175.00
3 1 12.39	Bleeding (AST) CZEZ	8	125.00	30403	Cay Lamps and Fraction Particles (ASTM C142)	3	130,53 179,56
34207	Three Bars, Per Month Setting Time Up to 7 Hours (ASTM: C463)	5	128.00	70305	Growth of Suitable Content (CT)# 417, CT(A 422)	\$	2,950,90
30231	Storage over Risely (90) Days, Per Set of	5	30.60	78344	California Searing Resis Enclosing Mexicum Certaly (ASTALO1883): Compani-Treated Soll Cemeni-Treated Soll/Base Mix Design; Includes three trial	\$	660.00
36236	4" x 4" Bars, Fixe Readings up to 25 Dry Days (ASTALC 57) Additional Resulting, Per Set of Those Hers		48000	76004	(SETIM Crises): Sun		
30205	Inchalling Verification of Sillings, Air Consent, Plantic Use: Weight, Six Cythologus for Compressive Strangth (ASTM COSP and C192) Coying Shinkinge Up to 25 Dayer, Three 3" it 3" or	3	450.00	70309	California Bearing Ratio Excluding Mandriaka Canady	,#L	550,00
30201 50203	CS67) Laboratory Trial Batter (ABTM C192) Laboratory Trial Batter, Papitaged Dry Commete	4	450.60 800.80	3D506 70301	Attration: LA Raider (ASTM C536) Afterberg Unite Presidely Index (ASTM D4316, CTM204)	\$	195.00 150.00
1	in Laboratory (ASTM GSBL, C468) Camely of Bincolural Lightwaight Controls Made in the Laboratory, Equilibrium or Gven Gry Method (ASTM	Ŗ	85,00	2058S	Soils and Appropria Tests Absolut LA Ratter (ASTM Crat)	\$	Rafes 185.06
10225	in Laboratory (ASTM CINE, C458) Modulus of Electricity Text Cylinders Made and Tested	\$	136.00	Tank			
30223	Spilling Tensile Strength Cylinders (Jade and Tested	3	\$00.00	Code 30196	Constelle Outsition of Admission per ASTM C494	QI	Rade Interior
31221	Laboratory (ASTLB CHR), C78) 6" x 6" x 30" Flexical Beams Made and Tealed in Laboratory (ASTM C192, C299)	ŧ	95,00	Task	Physical Terting of Chemical Admixtures for		
31219	Laboratory (ASTM C192, C35) 8" x 6" x 13" Figure 1 Beaus M2 de and Tosked to	Ę	85,60		Standard Requirements (ASTNI C1616)	•	
13217	Conversation Test Cylinders Made and Tested in	\$	Rate 45.20	80147	Chemical Analysis and Physical Tabling of Ply Ach per	\$	60.030,1
Pask Code	Labourtory Trial Builds Consrein, Cament and Morter		Pate	包0146	Pentel Analysis or Specific Figures Tests.	•	is delice
		r		80143	Standard Requirements (ASTM CSta) Physical Textury of Fly Asis per Structure Requirements (ASTM CStS)	*	631.03
20.1 57	Cothig of Specimens in Lab (Each)		25,60	Code 80140	Physical and Chemical Analysis of Fly Ash Chemical Analysis of Fly Ash per	35	Rate \$60.00
23151	Sawing of Specimens (Carls)	5	25:00	Task			
Fask Cuda	Concrete Specimen Preparation		Rale				
				80111	General (ASTM C1012) - 6 months Burales Resistance of Hydraulic Centent (ASTM C1012) - 12 months	\$	2;200.53
	(CRD 86, AABHTO TS2B)			80116	Sufficies Persistance of Hydrautic	\$	2,80CLE3
40009	ABTH CIGIS) Cos'Milatiof Themps' Expansion of Contrale	\$	500.00	60106	Expension (ASTM C809) Perint Amiyals or Spacific Physical Texts	,	aco.co nointen
40505	Concrete (ASTA) CG42) Flexure Toughness (ASTA) C1609, Fennedy	3	700.00	8D194	Physical Testing of Postand Cement per Standard Regulterrents (AST)X C180; Physical Testing of Type K Cement, Mostar	\$	\$50.00 \$60.00
50006 50006	Cores (ASTW C1202) Density, Absorption, and Votto in Hardened	2	450.00 350.00	80103 80103	Chemical Analysis of Portland Cement per Standard Registerionis (ASTM C190)	\$	560.80
50211 9003	Rodule of Easticky Test (ASTA) C469) Fapid Caloride Petrosability Task: Cylinders or	8	150.00	80196	Physical feeling and Chemical Analysis of Portland Certent per Sendard Requirensells (ASTA C160)	\$	1,000.23
	Spilling Teorille Strength (ASTM C496)	4	100,00	Code	Physical and Chemidal Ambysis of Coment		State
1	Referenced Size (ASTM CRI, C295 or CTM, 523) 6" x 5" X 30" Florand Bessis (CTM 523)	2	110.60		Concrete (AST): 356)		a promise Arrabit
20207	6" x 6" x 18" Figural Beans Not Exceeding	Ē	80.00	80129	Middles by Bulk Catalion (Astric C1655) Pairograph's Exemission of Histologic	·	2,000,03 Zielalion
232 05	Equilibrium or Over Cay Method (ASTA CS67) Core Compression instelling Telturing (ASTA C42)	<u>s</u>	75,00 65,00	80123 80193	Chresical Analysis for Acid Schulte Chichides (ASTM C1162) (includes sample puep) Calorida Elliusion Coefficient of Cosseniilous	*	140.90
والخطائة	Density of Alrushyal Lightweight Concrete	-			(ASTRI C1218) (Includes surrice press		
2020† 20203	6"x 12" or 4" x 6" Cylinder: Compression Strength (ASTIX COS)	4	40.00	5 0126	Chemical Analysis for Water Soluble Chlorides	\$	130.00

Tank				Task			
Code	Solls and Aggregate Tests, con insect		Rate	Coda	Solls and Aggregate Texts, continued		Weste
70819	Otted Stear Test Undstarted - Stoy (CD)	5	225.00	3D317	Link Vireight Per Cubte Foot (ASTM C29, CTM 212)		Rate
79521	(ASTA DE080) Cred Shear Test: Unificiarhed - Past ICUR	-				\$	60,08
70378	(ASTA 03090) Curatos index: Per Mesnous - A.B.C. or D	5	195.60	30319	Volte le Apgregate vith Known Specific Grantly (ASTAC C29, CTM 212)	\$	80.00
	(CTM 32B, ASTM D3744)	-	210.00				
73825	Expension Index (ASTM D4629, UBC 18-2)	\$	160.00	Tasi: Code	Aspha't Congrete Tests		Rate
78634	Fine Aggregate Angularity (AASHTO T901, ASTM C1262, CTM 284)	ij.	185:00	79031	HAA Albeing and Preparation	*	125.00
23537	Flat and Elengated Particle (ASTM D4791)		225.00	75362	Hide Mining and Preparation with Approprie Treatment	3	175.00
33E 78	First or Elongalist Particle (ABT) A 04791)	3	195.00	78033	BLE: Specific Cravity of Compacted Benefit of Core: SSD (CTM 308C and ASYM 02726)	\$	45.D0
79331	Mature Density: Methods.A/B/C (ASTM D1557, D698, CTM 2167	5	250.00	75335	Built Specific Gray, by et Compacted Sample or Core: Patratin Costed (CTM 305A and ASTRE D1 158)	\$	70,00
70333	Salamina Dentity: Check Polsi (ASTM D1867, D698)	5	65.00	75640	Entition Renicse, Evaporation (ASTM 0244)	\$	150,03
70335	Maximum Density: AASHTO C [Alcolned] (AASHTO T-1891	ŧ	250.00	75024	Chiadron & Billimen (CTM 382, ASTM D8307)	4	155.00
70397	MOSSURE CORPOR (ASTIM D2216, CTM 225)	3	25.00	75027	Education: % Elemen and Gradules (CTM 312,	*	200,00
78339	Solvium and Dendity: Filing Sample (ASTIA D2637)	ı	20:00	76113	CTM 202, ASTM D636?, ASTM D6446; Edizollor: % Effumen, Correction Faster	8	325.00
78341	tactifuce and Centify: Stelly Tube Sample	#	40.00	78020	(CTM 532, ASTM DESRY) Chercan Extradion: % Silveren and Slave Analysis	3	245.00
78340	(ASTA: DESS?) Skilshue-Dessity Relations of Scil-Cement	5	225.00	75642	(ASTA: C2172 Method A.or B. ASTA D5440) Let Tecled Maximum Density: Hypern, 2 Intopeties	\$	280.00
70342	Moldare Presided in the Field (ASTM 0558) Moldare-Density Reinlight of Soll-Carrent Mixtures	5	295.00	75057	(CTM 304, CTM 308, ASTM 01961, ASTM 01188) threem StabBonister Test, President, Statuspins		
20401	Miled in the Lab (ASTM Dess) Organic Impurities (ASTM C40, C3TM 213)	5	90.00	75048	(CTM 304, CTM 335, AUTHORSES, ASTM D1851)	\$	200,00
70343		4			Leb Tosted Madmum Geosfiy: Massball 3 Difference (ASTM D6926 ASTM DE726)	\$	200.08
	Pernezilly (ASTM DECE 4	4	250.00	75949	Led Tested Maximum Density: Marchell 6" Specimen, 3 Dequation (ASTM 05581, ASTM 02726)	\$	215.00
00091	Pointial Resolutio Chambai Method (ASTM C285)	f	475.0C	75080	Left Tenind Maximum Density: Superpass Gyralory Compacing Schoolie, SSD, 1 brigadie (ASTM) DERES, ASTM D2718)	\$	75,09
75364	Pc/ardid Resolution Librar Bar Expansion Method, 14-Day Exposure (AdVIII C1250)	*	760.00	78082	Lub Tested Muximum Censity: Superposts Gynatory Compacted Entquette, ParsTn, 1 betyrette (ASTM 06925, ASTM 01188)	\$	B6.00
73384	Polarital Reactivity Human Bar Expansion Membol, 23-Day Exposure (ASTM-C1280)	8	200.00	75357	SBUTCHT Theoretical Specific Gravity [FICE] (CTM 309, ASTM 02041)	*	150.00
74308	Polential Reactivity: Commein des Expansion, Seiton (ASTR C1293), 12 ments	\$ 7	2,480:00	75368	Amenal Stability and Flow, Cored Sample, each (ASTA: 06527)	\$	75.00
71399	Polarital Republic Carpiele Sat Expension, Method (ASTM: C1298), 24 results	3 :	2,500.00	75359	Massis Stability and Flow, Premixed, 3 bilguetes (ASTM 09926, ASTM 06927)	*	200.00
73397	Potential Resolvity of Aggregate Crimologica, 14-Day Expanse, Korias (Astrob Crises)	8	500.E0	75196	Marchae Stability and Flow, Gyrafory Companied Specimen Pre-Mixed, 3 belgue has (ASTRA 06825, ASTRI 05631)	\$	225.00
74582	Foluntist Regularity of Aggregate Combination, 23-Day Exposure, Moriar (ASTAL C1967)	8	960.00	75107	Manifell Shalling and Plaw 6" Specimen, Prenticed, 3 bifucelles (ASTM EBSS1)	\$	775.R3
79346	RAVAIDE: SON (ASTM 2544, CTM 301)	8	325.00	75063	Author Cortara (CTA 370)	\$	20.05
70347	R-Value: Aqueque Base (ASTM D2844, CTM 301)	3	386.00	75005	Viet Track Abrasius Test (ABTM D2510)	*	85.03 150.00
70349	Sand Eccivatent (ASTM D2419, CTM 217)	2	126,00	76059	Harem Life Denion (Excluding Aggregate Chality Tests)	-	3,060.00
70364	Sieve #286 Wash Only (ASTM D1140, CTId 202)	\$	90.00	76090	Twees Mix Design, with RAP (Excluding Aggregate Casally Tests, RAP Gradifics For)		3,380.03
76353	Sieve With Hydrometer: 24° Gravel to Citay (ASTM D452, CTM 203)	\$	225.00	75099	Hyosa life Design, With Lime (Excluding Aggregate Quality Tests)	\$	3,450.00
70355	Sieve With Phydrometer, Sand to Clay (ASEM D422, CTM 203)	2	215.00	75054	Shvene KCr Clesign Californ Unitested Mix (Including Augregale Captily Tests)	\$	4,200.00
71267	Sieve Analysis Coloding When (AETM C186, CTM 202)	#	140.00	75295	History Like Cestion Carlosses Litre Treated Mix		4,380.00
76839	Slave Analysis Willeast Whith (ASTM C136, CTM 201)	E	105.00	76384	(incheing Aggragate Curricy Testin)	_	
70360	Siere Analysis: Spot Sieve (ASTM C126, CTM 202)	ē	215.00	79087	Manthat Mic Design (Enduding Aggregate Gradity Tests) Manthat Mic Design with RAP (Excluding Aggregate		3,300.00 3,300.00
70351	Sleve Analysia Wifficia Waste: With Combles (ASTM C136, CTM 202)	8	210,00	75310	Clearity Tests) Manarial Mix Design with Lima (Exclusing Aggregate Quality Tests)	\$	3,580.09
70383	Soundness: Stolum or Magnesium Sullate. & Cycles (ASTA: C86)	#	46D.90	75083	Open Grade Asphalt Contrate Mtx Denign	\$	1,350.08
70335	Specific Gravity and Absorption: Currier (ASTM C127, CTM 209)	\$	160.00	75169	(CTM 368, ASTIM C7064) Superpare LCM Design (Excluding Aggingate Quality Tests)	\$.	4,770.00
70507	Specific Gravity and Absorption: Pine	#	165,80	75113	Superplane Nex Design, with RAP	5	6,090.00
79369	(ASTM C128, CTM 207) Swell/Spittement Patentini: One Dimensional	8	105.30	75114	(Contident Addredate Custity Tests) Superpove Mix Design, 785 Rubber		6,200,06
70571	(ASTM D4546) Traccal	_			(Excluded Appropriate Country Tests):	*	
73373	Thaten Thosphiced Compression (ASTM 02166, CTM: 221)	9	tatistica 135.00				

Tark Code	Asphali Concrete Tests, continued		Rate	Task	Concrete Roof Fill: Gypsum, Vermiculite, Pedite,		
75125	Superpaye Nex Design, with Additives	3 1	5.990.3G	20371	Lightsweight insulating Comprete, Etc. Compression Test (ASTM C495 and C472)		Rate
	(Exclusing Aggregate Quality Tests)	•	ofer-reca	7041	Comfeedment 1223 (Mp.104 C-124 9187 (C-1VC)	-	28.04
75075	Effect of Mathiare on Asphall Paying Michaes, Pre- Mixed (AASHTO T281, ASTM 04867)	\$	00.400	20373	Air Day Density (AST#A-C#72)	\$	30.03
76111	Humburg Wheel Track Tool, 20,600 passes, 4 Inducties (AASHTO T324)	ş	1,509.00	20379	Oven Dry Density (ASTM C495)	*	83.5t
751 (5	Hamburg Wheel Track Test, 25,000 passes, 4 triquetes (AASHTO T324)	\$ 1	90.208,1				
760319·	Priviling Test of Celd Killed Emulative Asphall (ASTA D7195)	ş	208.00	Task Code	Reinforcing Steel, ASTM ASSS. APR		Rate
75087	Manchali Sizbilly, welled, 5 reposales (AASHTO: T245)	\$	321.10	20501	Tensile Test # 11 c: Snader	\$	52.D8
75068	Morthal Statisty, dry oet, 3 replicates (AASHTO 1245)	3	275,00	29503	Security 11 or Square	\$	45.00
78070	Cold Recycled Auption to Design: 2 gradings each, 3 envision content (Cabrare LP-5)	# 3	9,800.00	20504	Send Test #14 or #13	\$	300700
				20505	Terade Test:# 14	\$	200.00
Tank	P. 1. 1. 1			20507	Tentile Tentit 48	\$	300,03
Code	Brisk Masonry Tools, ASTR CG7	_	Rate				
20534 20308	Modulus of Runtige: Pleasital (6 Readired Par ASTM) Compression Strength (5 Required Par ASTM)	3	45.00	MM			
,	confinement or entitle for saide and the said	Ŧ	40430	Task	Ballifordina Physic Wild and an Occasional Pro-		
20305	Attendios: 5 Hour or 24 Hour & Requirem	S	ED 600	20521	Ref staroing Steel - Walded or Coupled Specimens		Rate
29397	Absoration (Balik 1, 2 or 5 Sterm (5 Recollege)	8	50.60 60.60	20525	Tensile Test: Wated/Counted #11 and Smaller Tensile Test: Webled/Counted #14	*	52.03
20339	In/All Rate of Absorption (\$ Regulated)	2	40.00	20525	Tens e Test Wellet/Cooked #18	3	220.00
20311	Effort seeme (6 Required)	š	60.60	20529	Viela: idagraeigh	\$	320.61 55.63
24C19	Cores: Compression	\$	35.00	20531	Silppage Test - Califans (GTM 679)	5	175.03
20315	Shear Test on Brick Cores: 2 Faces	\$	203.OD		*	-	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
				Task			
				Code	Metal and Steel Testing		Rade
Task	O			25601	Teorile Strength: Up to 1901 Pounds (Each)	\$	50.8E
Code	Controls Block, ASTEL C149		Rats				
23323	Consideration is Regulate Per ASTAN Absorptional Cisture Contemporem Dry Density	2	60.73 82.60	2060S 2060B	Tentile Strength: Up to 200K Pount's @ach). Tentile Strength: Up to 200K Pounds @ach).	# #	55,84 55,84
23327	(3 Required Par ASTM) Linest SWinkson (ASTM C456)	_	match draw		Married Ann. 12 At a second		
26335	Web and Face Shell Mediculements	2	202,60 40.60	2056 7 20569	Tensile Shengili: Up to 120K Previos (Each)	*	110.00
20529	Tension Test	ĕ	160.00	20341	Tende Stengic (OCK to 600X Pounds (Each) Tende Stengic Stens-Stain Percent Offset	\$	30J.00
20331	Core Corecrescing	š	65.00	20545	Weldt Margarich	\$	160,64
20373	Shear Test of Masoury Cores: 2 Paper	š	75.00	20547	Weld: Frankine	\$	20,00
20339	Efforeacence Tests (3 Required)	3	40.00	20315	Send Test	*	45,90
				20517	Plattering Test	\$	65,04
Task				20619	9 Toral and Auckwell Hardness Test	- \$	72.05
Code	Mascary Palares, ASEA C1514		Rate		(ASW ESS) (Per Test)		
27241	Compression Trest: Composite Mesonry	Ŧ	185,00	20330	Both Autor Tensile Test (Lights 7/8" (Dirmeter)	29	40.02
45.5	Prizata Up To-U'x 10" Compression Test: Composite Liasarry Prisata Larger Than 8"x 10"	ş	245.20	20531	Bolt Wedge Tensile Test (Up to 7/8" diamater)	\$	#5.03
20346	Prism Cord Marchis of Eastely	\$	B05.00	20632	Eol: Axial Termin Tank (Greater from 7/6*	\$	20.03
20347	Prism Cord Machine of Statisty with Transpages Strain for double-wythe speciment	\$	B36.00	26533	up to F'diameter) Book Wedge Tendle Test (Greater thus 7/8*	\$	75.00
	AND THE PARTY OF T			20334	up to 1" diameter) Soil: Axial Tensile Yest (Greater than 1" dis veted		Wandin Ham
Task				20134	Solt Wedge Tensile Test (Greater than 1" (Parater)		Augialion Augialion
Code	Micris or supel Greenst		Rala				
20351	Conspression: 2" x 4"Morter CyCodere (ASYM C785)	-	35,00	20636	Scit Proof Load Test (Up to 7/5")	-	85,00
20753	Congression: 5" x 3" x 6" Grout Prisme. Includes Triumien CASTAS C1 161	ŧ	32.60	20657	Self: Putof Lord Test (Greater than 275" up to :" diameter)	\$	25,06
26395	Compression; 2" Cubes (ASTM C109)	3	30.00	20538	86% Proof Load Test (Greater than 17)		Coalation
26357	Compression: Cores (ASTM C42)	8	\$6.00	27.539	Hub Proof Load Test (Up to 7/8")	\$	45.04
				20440	Nut Proof Land Test (Greater than 7/8" up to 1" diameter)	- 5	65.64
Tank	AMOUNT AND A MANAGEMENT			20541	Not: Proof Load Test (Greate: "lian 1")		National Con
Coda	Mesony Epseimen Preparation		Rufa				
26165	Culling of Cubes or Prisess	\$	48.00	Task			
				Code	Chemical Tesling of tietal and Blad		State
				40170	Steel Chemital Analytin	\$	135.00
Task			-	8D173	Weight of Galvanized Coulling (ASTM ASO)	*	75.08
Code	Fireproofing Tests		Rate				
20461	Oven Dry Darraty (Per Samula) (ASTM 6606)	E	60,60				
Taek Code	Gunite and Sixterete Tools		Rain				
20361	Core Commession Indication Tripprepo (AST)/ C42)	3	\$5.00				
20263	Contaression: 6" x 12" Cylinders	Š	32.00				
20395	Compression: Cubes (Instactes Satz Catiling)	ş	74.00				
	b accompany ones and deliberate and accompany some size? YEVE	:25	. 4	4 may 1 1 1000 1 1000 100 100	The second secon		

	1						
Task	Machining and Preparation of Tensile and			Task			
Code	Bend Sample: Cartran Steel		Rate	Code	Polymer Matrix Composite Materials (Fiberyrap)		Rate
20751	Machinist: Initial Preparation from Michiesp, Els. (Per Hour)	\$	60.60	20706	Tensile Stength – Set of 5 Spectmenshaloty direction (ASTM (CD38)	\$	1,350.00
28753	Sacretio Overall Willia (Per 2.5" Thickness or Fraction Thereon	\$	40.60	20707	Tembe Scength AddSocal Specimens (ASTM DBBS9)	\$	250,00
23755	Machine to Test Configuration: Afflied Specimens {Per 0.5° Thickness of Praction Thereof)	Ź	55.00	20708	Kealing Charles Time - Per 24 in period (ASTM (2003e)	\$	85.0Q
26757	Michine to Test Configuration: Turned Specimens (Per D.B' Thickness or Francish Therecy)	3	110.00				
25760	Prepara Substae Spanimens (Per 0.5" Talokness	\$	72.80	Tasa			
	or Francion Thereoff			Code	Calibration Services and Universal Machine Usage		Rate
				20691	California Valeratio Service	100	Baraketi iron
Tank				20803	Universal Test Machine Usage (Per Hour)	5	261.00
Code	Charpy Impact		Rate				ATTACAM
20621	Charpy Impact Antilest Temperature, per sanctie	-	80.00				
	(Average of 8 Samples Typically Required)						
	Charpy inspaci Reduced Temperature, per sample (Average of 3 Samples Typically Required)	\$	100.00	Cecanel	is Tile Testing Division		
Fact Code	Atantinity of Charpy Samples: Carbon Steel Culture and Many (For Italian Transmiss)	=	Rate	advantos vectoras	ando Tile inclinie of America (CTICA) and Toloning worked tegel eard develop technicogy designed is arbused the quality of mail stilly in the desente tile industry. A separate extendit a of fees for in available upon request.	ed at	and
201 00	(Average of 8 Sangles Typically Regulars)		N.S. W.D.				
20783	First Machining to Sample Configuration (Average of 3 Samples Typically Required)	Ş	82.60	Cyelle a	nd Paligue Tealing Programs on Special Producta Parts	Q	luciatios
Task Code	Prestressing Wires and Fandons, ASTM A416		Rate	Fastene	dag and Technical supporte/Design of Profetypes and Spantal Couping Full Tesling Program Por New Regulations: Tension, Desal, Sheer, Double Shear, & Compressions	_	
23761	Street Strain Analyzis: Wire or Strands (Including Clear) and Persont Office)	¥	179.80	Pipergla Dri (43.)	88/Daugusto Materials Fisht Testog Program (ASTM 04065, 048/23, 02984, 04478, 01242, 07901, 07921, 2nd 0732)	Q	Biotalina
22736 22736	Tensia Ties Oray Tensoas	*	126.80 hudalog	filekt Te In-Place Inlateriel	nting of State), van end Structural Elementa Street Tealing aurator Practick Evaluation Per Spectrations al Dynamio Tealing and Currishly Analysis	0	Maration Location Marketon Location



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2016

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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). Dealey, Renton & Associates PHONE (AIC, No, Ext): 714-427-6810 E-MAIL ADDRESS: FAX (A/C, No): 714-427-6818 DRA License 0020739 P. O. Box 10550 Santa Ana CA 92711-0550 **INSURER(S) AFFORDING COVERAGE** NAIC# INSURER A: Travelers Property Casualty Co of A 25674 INSURED INSURER B : Commerce & Industry Ins. Co. Twining, Inc INSURER C : Atlantic Specialty Insurance Compan P O Box 47 INSURER D : Long Beach CA 90801 INSURER E : INSURER F: **CERTIFICATE NUMBER: 1308094463 COVERAGES** 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. ADDL SUBR INSR LTR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 6301E077052 Х 2/1/2016 2/1/2017 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 POLICY X PRO-PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) Α AUTOMOBILE LIABILITY 2/1/2016 2/1/2017 8101F074049 \$1,000,000 Х ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED ALL OWNED AUTOS **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) Х Х HIRED AUTOS S ¢ Х UMBRELLA LIAB CUP1E077052 2/1/2016 2/1/2017 Α Х OCCUR EACH OCCURRENCE \$4,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$4,000,000 DED RETENTION \$ WORKERS COMPENSATION WC069862635 2/1/2016 В 2/1/2017 X STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT \$1,000,000 N/A E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 С Professional Liability DPL510216 2/1/2016 \$2,000,000 2/1/2017 Per Claim \$2,000,000 Annl. Aggr DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability policy excludes claims arising out of the performance of professional services. RE: Various - On-Call Geotechnical Engineering Services. (RFQ#10249). The County of Monterey, officers and employees are additional insured as respects to general and auto liability as required by written contract. Primary and Non-Contributory applies to general liability as required by written contract. **CERTIFICATE HOLDER** CANCELLATION 30 Day NOC/10 Day for NonPay of Prem SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. County of Monterey Resource Management Agency - Public Works 168 W. Alisal Street, 2nd Floor AUTHORIZED REPRESENTATIVE Salinas CA 93901

POLICY NUMBER: 6301E077052

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (CONTRACTORS)

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

Contracts/Purchasing Department 168 West Alisal St, 3rd Floor Sailnas, CA 93901

PROJECT/LOCATION OF COVERED OPERATIONS:

All Operations.

- WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule above, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) in the event that the Limits of insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by a "written contract requiring insurance" for that additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement

shall not increase the limits of insurance described in Section III - Limits Of insurance.

- b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or falling to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or falling to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.

COMMERCIAL GENERAL LIABILITY

or the end of the policy period, whichever is earlier.

- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" for that additional insured specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the addiflonal insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
- 4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - How, when and where the "occurrence" or offense took place;
 - The names and addresses of any injured persons and witnesses; and
 - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance requires you to provide such coverage
 - Immediately record the specifics of the claim or "suit and the date received; and
 - il. Notify us as soon as practicable,

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3, above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization 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;

- After the signing and execution of the contract or agreement by you;
- While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy No: 8101E074049 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION 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. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COVERAGE INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in 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

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE - INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES - INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

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

C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who is An Insured, of SECTION II - LI-ABILITY COVERAGE:

An "employee" of yours is an "insured" white operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

- The following replaces Paragraph b. in B.S., Other Insurance, of SECTION IV — BUSI-NESS 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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II — LIABILITY COVERAGE:

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.

- E. SUPPLEMENTARY PAYMENTS -- INCREASED LIMITS
 - 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.
 - 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.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV — BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "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.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (I) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (fi) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (Iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SEC-TION II - LIABILITY COVERAGE.
 - (v) We will reimburse the "Insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rica and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. 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.

H. HIRED AUTO PHYSICAL DAMAGE -- LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERA-GE:

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.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Personal Effects

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

No deductibles apply to this 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;
- 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 "ioss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

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 signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" asises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

COMMERCIAL AUTO
ISSUE DATE: 07/14/2014

POLICY NUMBER: 8101E6746409

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

The County of Monterey, its agents, officers and employees

168 West Alisal Street 3rd Floor Monterey, CA 93901

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who is An Insured, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above 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 "properly 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

B. The following is added to Paragraph 5. Other Insurance, in B. General Conditions of SEC-TION IV — BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled 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, requires this insurance to be primary and non-contributory.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "stletching clause" need be completed only when this endorsement its issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 2/1/2016

forms a part of Policy No. WC

069-86-2635

issued to TWINING LABORATORIES OF SOUTHERN CALIFORNIA, INC.

By COMMERCE AND INDUSTRY INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 94 93 61 (Ed. 11/98) Countersigned by _____

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Authorized Representative