

**AMENDMENT NO. 3
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THE DON CHAPIN COMPANY, INC.**

THIS AMENDMENT NO. 3 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Don Chapin Company, 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 Standard Agreement with County on January 13, 2014 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2014 for an amount not to exceed \$50,000; and

WHEREAS, Agreement was amended by the Parties on December 17, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Revised Rate Schedule) to extend the term for one (1) additional year through December 31, 2015, to increase the Agreement amount by \$50,000 which resulted in a total not to exceed amount of \$100,000, and to update the Rate Schedule; and

WHEREAS, Agreement was further amended by the Parties on January 20, 2016 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Revised Rate Schedule) to extend the term for one (1) additional year through December 31, 2016, to increase the Agreement amount by \$50,000 which resulted in a total not to exceed amount of \$150,000, and to update the Rate Schedule; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to December 31, 2018, to increase the amount by \$100,000 for a total amount not to exceed \$250,000, and to update the Rate Schedule to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-3**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$250,000.

Amendment No. 3 to Standard Agreement
The Don Chapin Company, Inc.
On-Call Fully Operated, Fueled and Maintained Construction Equipment
RMA – Public Works
Term: January 13, 2014 – December 31, 2018
Not to Exceed: \$250,000

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from January 13, 2014 to December 31, 2018, unless sooner terminated pursuant to the terms of this Agreement.
3. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", effective January 1, 2017, to delete "Exhibit A-2, Revised Rate Schedule" and to add "Exhibit A-3, Revised Rate Schedule."
4. In all places within the Agreement, any reference to "Exhibit A-2, Revised Rate Schedule" is hereby replaced with "Exhibit A-3, Revised Rate Schedule" effective January 1, 2017
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

Amendment No. 3 to Standard Agreement
The Don Chapin Company, Inc.
On-Call Fully Operated, Fueled and Maintained Construction Equipment
RMA – Public Works
Term: January 13, 2014 – December 31, 2018
Not to Exceed: \$250,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 12-12-16

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 10-26-16

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 10-27-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

The Don Chapin Company, Inc.
Contractor's Business Name

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

Its: DONALD J. CHAPIN JR, Pres.
(Print Name and Title)

Date: 10-17-16

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

Its: David T. Nelson Sec.
(Print Name and Title)

Date: 10-17-16

*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.

Amendment No. 3 to Standard Agreement
The Don Chapin Company, Inc.
On-Call Fully Operated, Fueled and Maintained Construction Equipment
RMA - Public Works
Term: January 13, 2014 - December 31, 2018
Not to Exceed: \$250,000

EXHIBIT A-3 - REVISED RATE SCHEDULE

Effective January 1, 2017

REVISED 9.28.16

**RATES FOR COUNTY OF MONTEREY****RATES WILL BE VALID THRU DECEMBER 31, 2017**

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2001	CAT	D5C DOZER	\$185.00	\$1,480.00	\$218.00
1997	CAT	D6R DOZER	\$233.00	\$1,864.00	\$266.00
1998	CAT	D7R DOZER	\$245.00	\$1,960.00	\$295.00
1985	CAT	12G BLADE	\$233.00	\$1,864.00	\$269.00
2005	CAT	140H BLADE	\$255.00	\$2,040.00	\$291.00
1998	CAT	14H BLADE	\$278.00	\$2,224.00	\$314.00
2006	JD - AWD	872D BLADE	\$282.00	\$2,256.00	\$318.00
2003	CAT	303CR EXCAVATOR	\$155.00	\$1,240.00	\$190.00
2002	CAT	315CL EXCAVATOR	\$248.00	\$1,984.00	\$282.00
2002	CAT	320C EXCAVATOR	\$264.00	\$2,112.00	\$299.00
2006	CAT	325DL EXCAVATOR	\$286.00	\$2,288.00	\$321.00
2011	CAT	336EL EXCAVATOR	\$335.00	\$2,680.00	\$370.00
1998	CAT	345BL EXCAVATOR	\$355.00	\$2,840.00	\$390.00
2004	CAT	416D BACKHOE	\$175.00	\$1,400.00	\$210.00
2009	CAT	420E BACKHOE	\$175.00	\$1,400.00	\$210.00
1996	CAT	950F LOADER	\$243.00	\$1,944.00	\$276.00
2006	VOLVO	L110E LOADER	\$243.00	\$1,944.00	\$276.00
2004	VOLVO	L120E LOADER	\$263.00	\$2,104.00	\$296.00
2003	GILCREST	813 PROPAVER	\$351.00*	\$2,808.00*	\$416.00*
2001	CAT	AP 1000B PAVER	\$475.00*	\$3,800.00*	\$540.00*
2006	DYNAPAC	67" STEEL DRUM	\$223.00	\$1,784.00	\$257.00
1997	HYPAC	RUBBER TIRE ROLLER	\$212.00	\$1,696.00	\$246.00
2007	DYNAPAC	57" STEEL DRUM	\$200.00	\$1,600.00	\$233.00
2006	CAT	CB224E ROLLER	\$190.00	\$1,520.00	\$224.00
2007	PETERBUILT	4K WATER TRUCK	\$160.00	\$1,280.00	\$185.00
2006	INT'L	2K WATER TRUCK	\$146.00	\$1,168.00	\$171.00
2007	WYLIE	WATER WAGON	\$44.00	\$352.00	\$44.00
1999	MILLER	LAB, TRUCK, BERM	\$172.00	\$1,376.00	\$196.00
2007	LAY-MOR	KICK BROOM	\$188.00	\$1,504.00	\$216.00
1999	ELGIN	STREET SWEEPER	\$245.00	\$1,960.00	\$273.00
2012	CAT	SKIDSTEER	\$164.00	\$1,312.00	\$195.00
2014	CASE	LOADER SCRAPER	\$173.00	\$1,384.00	\$206.00
2005	CAT	623 SCRAPER	\$365.00	\$2,920.00	\$398.00
2004	INT'L	SAW TRUCK & SAW	\$202.00**	\$1,616.00**	\$233.00**

* PAVING MACHINES INCLUDE 1 EA OPERATOR AND 1 EA SCREED MAN

** DOES NOT INCLUDE BLADE WEAR, INCLUDES TRUCK, SAW, OPERATOR ONLY

NOTE: ALL RATES ARE INCLUSIVE OF FULLY MAINTAINED AND OPERATED EQUIPMENT.

PREVAILING WAGE RATES ARE INCLUDED

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The Don Chapin Company, Inc.
 On-Call Fully Operated, Fueled and Maintained Construction Equipment
 RMA - Public Works

EXHIBIT A-3 - REVISED RATE SCHEDULE

Effective January 1, 2017

REVISED 9.28.16



RATES FOR COUNTY OF MONTEREY
RATES WILL BE VALID THRU DECEMBER 31, 2017

CLASSIFICATION	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
FOREMAN	\$119.00	\$952.00	\$160.00
LABOR 1	\$79.41	\$635.26	\$103.98
LABOR 2	\$79.06	\$632.45	\$103.45
LABOR 3	\$78.88	\$631.04	\$100.53
OPERATOR 2	\$112.82	\$902.56	\$148.49
OPERATOR 3	\$110.25	\$882.04	\$144.64
OPERATOR 4	\$107.87	\$862.92	\$141.05
OPERATOR 5	\$105.66	\$845.32	\$137.74
OPERATOR 6	\$103.37	\$826.96	\$134.31
OPERATOR 7	\$101.40	\$811.19	\$131.36
OPERATOR 8	\$99.41	\$795.31	\$128.39
TEAMSTER 1	\$84.71	\$677.70	\$109.49
TEAMSTER 2	\$85.24	\$681.91	\$110.27
TEAMSTER 3	\$85.75	\$686.02	\$111.04
TEAMSTER 4	\$86.36	\$690.88	\$111.96

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$36.00	\$288.00	\$36.00
2000	FORD	F-350 PICKUP	\$43.00	\$344.00	\$43.00
2000	INT'L	TRAFFIC TRUCK	\$58.00	\$464.00	\$58.00
1996	ZIEMAN	TILT TRAILER	\$22.00	\$176.00	\$22.00
1999	INT'L	FLAT RACK	\$44.00	\$352.00	\$44.00
2016	PETERBUILT	ROLL-BACK	\$75.00	\$600.00	\$75.00
1991	INT'L	BOBTAIL	\$68.00	\$544.00	\$68.00
1990	LEROI	COMPRESSOR	\$44.00	\$352.00	\$44.00
2015	PRECISION	CMS BOARD	\$35.00	\$280.00	\$35.00
2002	WANCO	ARROW BOARD	\$33.00	\$264.00	\$33.00
2007	MAGNUM	LIGHT TOWER	\$33.00	\$264.00	\$33.00
2015	D-W	VAC TRAILER	\$45.00	\$360.00	\$45.00
	DIAMOND	OIL POT	\$44.00	\$352.00	\$44.00

ALL ABOVE ARE UNOPERATED AND WILL BE BILLED WITH THE RESPECTIVE LABOR CLASS

5 AXLE COZAD TRANSPORT TRUCK	\$ 145.00 (2 HR MIN)	\$1,160.00	\$ 175.00 (2HR MIN)
10 YD	\$145.00	\$1,160.00	\$175.00
TRANSFER	\$145.00	\$1,160.00	\$175.00
BOTTOM DUMP	\$145.00	\$1,160.00	\$175.00
END DUMP	\$145.00	\$1,160.00	\$175.00

IN THE EVENT THAT SITE CONDITIONS ARE EXPECTED TO RESULT IN EXCESSIVE WEAR OF GROUND ENGAGING
 WEARABLE PARTS, CONTRACTOR WILL NOTIFY COUNTY OF COST PRIOR TO PERFORMANCE OF THE WORK.

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The Don Chapin Company, Inc.
 On-Call Fully Operated, Fueled and Maintained Construction Equipment
 RMA - Public Works



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2016

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

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

PRODUCER LIC #0056172 McSherry & Hudson 575 Auto Center Drive P. O. Box 2690 Watsonville, CA 95076	1-831-724-3841	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ZURICH AMERICAN INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 16535
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COVERAGES CERTIFICATE NUMBER: 48152528 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 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	GLO 9674277-06	10/01/16	10/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	BAP 9674279-06	10/01/16	10/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC 9674280-08	10/01/16	10/01/17	<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

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

Re: Master Agreement- All California Operations-
County of Monterey, its officers, agents and employees are named additional insured per the attached endorsements.

GL PER ISO FORM CG0001 04/13; AL PER ISO FORM CA0001 10/13

CERTIFICATE HOLDER

COUNTY OF MONTEREY
Wendy Reed
168 W. ALISAL STREET
2ND FLOOR
SALINAS, CA 93901

USA

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

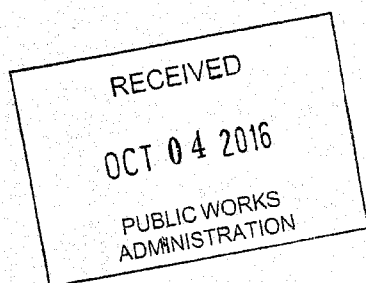
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

09/29/2016

NAME OF INSURED: THE DON CHAPIN COMPANY INC.



**ZURICH®**

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9674277-06	10/01/2016	10/01/2017	10/01/2016	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: The Don Chapin Company, Inc. / Landset Engineers, Inc. / Tom's Site Services/Tom's Septic
Address (including ZIP Code): Construction

520 Crazy Horse Canyon Road, Salinas, CA 93907

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: **GLO9674277-06**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

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

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

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

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9674277-06	10/01/2016	10/01/2017	10/01/2016	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
- To the name and address corresponding to each person or organization shown in the Schedule below; and
 - At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
- To the name and address corresponding to each person or organization shown in the Schedule below; and
 - At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization to whom you are	30
required by written contract or agreement to	
mail prior written notice of cancellation,	
non-renewal, and/or reduction in coverage	

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9674279-06

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage 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.

Named Insured: The Don Chapin Company Inc. / Landset Engineers, Inc. /

Tom's Site Services/Tom's Septic Construction
Endorsement Effective Date: 10/01/2016

SCHEDULE

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

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BAP 9674279-06

COMMERCIAL AUTO

CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE 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.

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

Named Insured: The Don Chapin Company Inc. / Landset Engineers, Inc. / Tom's Site Services/Tom's
Septic Construction
Endorsement Effective Date: 10/01/2016

SCHEDULE

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

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

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

**ZURICH**

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 9674279-06	10/01/2016	10/01/2017	10/01/2016	BAP 9674279-06		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization to whom you are	30
required by written contract or agreement to	
mail prior written notice of cancellation,	
non-renewal, and/or reduction in coverage	

All other terms and conditions of this policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization
ALL PERSONS AND/OR
ORGANIZATION THAT
ARE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT WITH THE
INSURED, EXECUTED
PRIOR TO THE
ACCIDENT OR LOSS,
THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY YOU FOR
THAT PERSON AND/OR
ORGANIZATION.

Job Description
ALL CA OPERATIONS

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person or organization to whom you are	30
required by written contract or agreement to	
mail prior written notice of cancellation,	
non-renewal, and/or reduction in coverage	

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/1/2016
Insured

Policy No. WC 9674280-08

Endorsement No.
Premium \$

Insurance Company: Zurich American Ins. Co.

