

**AMENDMENT NO. 3  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
GRANITE CONSTRUCTION COMPANY**

**THIS AMENDMENT NO. 3** to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Granite Construction Company (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 14, 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

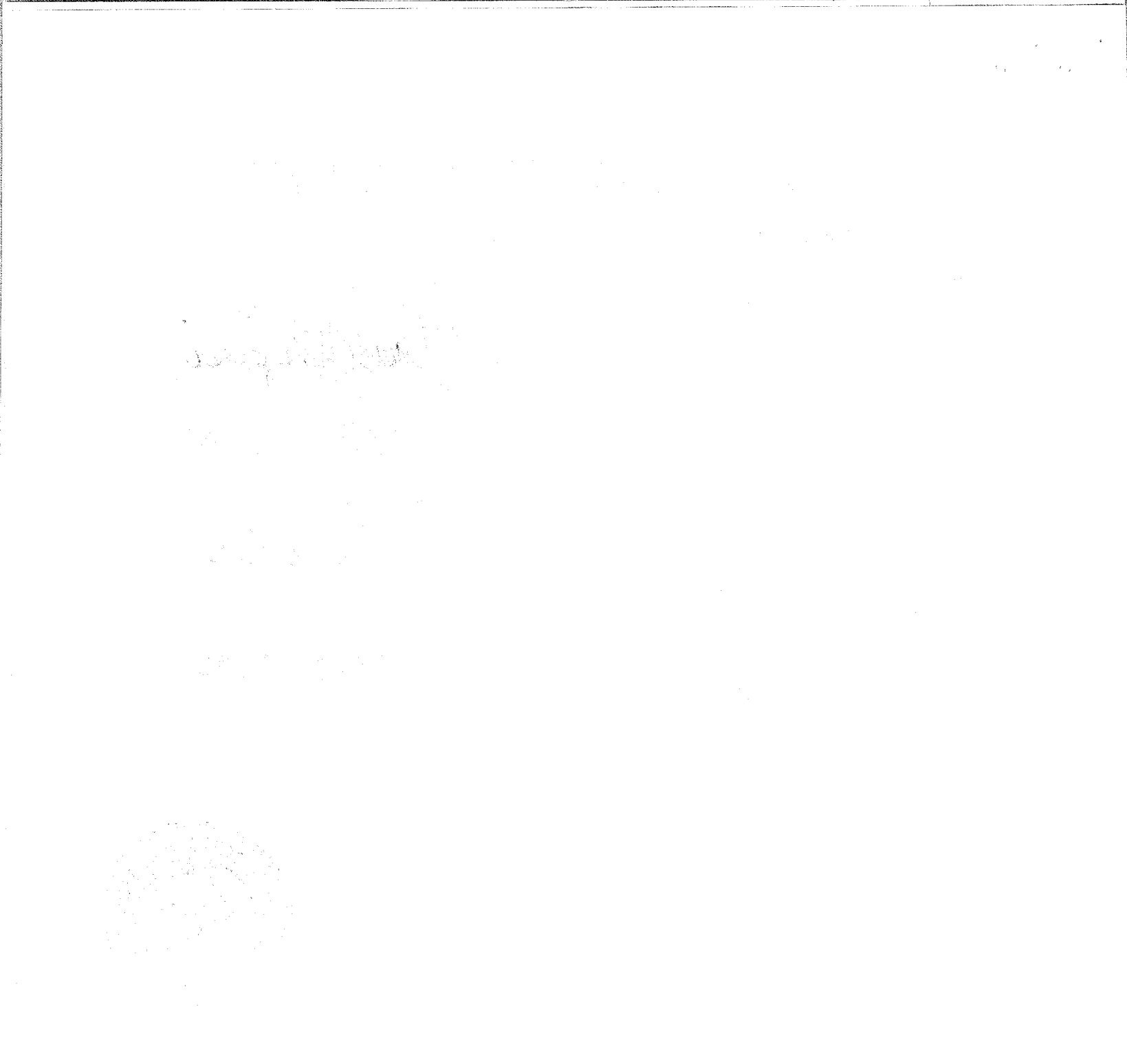
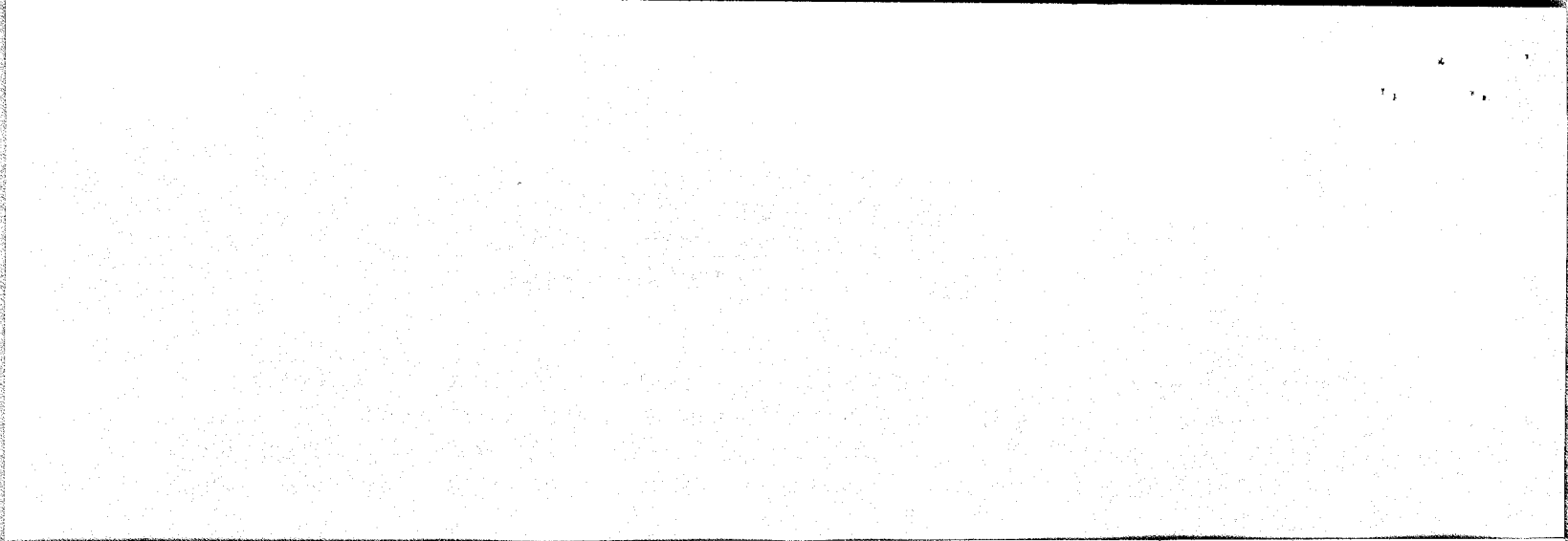
**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to December 31, 2018, to increase the amount by \$100,000 for a total amount not to exceed \$250,000, and to update the Rate Schedule to allow CONTRACTOR to continue to provide services identified 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  
Granite Construction Company  
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: 10-24-16

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 10-22-16

**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.

**CONTRACTOR\***

Granite Construction Company  
Contractor's Business Name

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

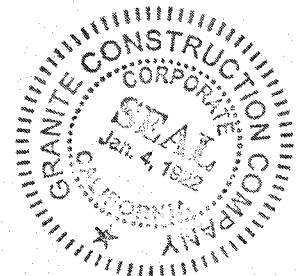
Its: Laurel J. Krzeminski, Executive Vice President  
(Print Name and Title)

Date: October 17, 2016

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

Its: Kenneth B. Olson, Assistant Secretary  
(Print Name and Title)

Date: October 17, 2016



Amendment No. 3 to Standard Agreement  
Granite Construction Company  
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



Contact: Patrick Amaral

Phone: 408 327-7006

Fax: 831-761-1042

Quote To:Hop Essick  
Monterey County  
831-755-4926Job Name:

Monterey County Rental Rates

Date of Plans:

September 22, 2016

Revision Date:Phone:Fax:

Rental Rate effective thru December 2017

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	D6 Dozer straight time	1.00	HR	260.00	260.00
2	D6 Dozer over time/saturdays	1.00	HR	288.00	288.00
3	D6 Dozer dbl time / saturdays	1.00	HR	316.00	316.00
4	D4 Dozer	1.00	HR	211.00	211.00
5	D4 Dozer overtime / saturdays	1.00	HR	240.00	240.00
6	D4 Dozer dbl time / sundays	1.00	HR	267.00	267.00
7	D8 Dozer straight time	1.00	HR	320.00	320.00
8	D8 Dozer over time / saturdays	1.00	HR	348.00	348.00
9	D8 Dozer dbl time / sundays	1.00	HR	376.00	376.00
10	14 G Blade	1.00	HR	232.00	232.00
11	14 G Blade overtime / Saturday	1.00	HR	263.00	263.00
12	14 G Blade dbl time / Sunday	1.00	HR	293.00	293.00
13	140 G Blade	1.00	HR	223.00	223.00
14	140 G Blade overtime / Saturday	1.00	HR	253.00	253.00
15	140 G Blade dbl time / sunday	1.00	HR	284.00	284.00
16	330 Excavator	1.00	HR	231.00	231.00
17	330 Excavator over time / saturdays	1.00	HR	260.00	260.00
18	330 Excavator dbl time / sundays	1.00	HR	289.00	289.00
19	345 Excavator straight time	1.00	HR	299.00	299.00
20	345 Excavator over time / saturdays	1.00	HR	329.00	329.00
21	345 Excavator dbl time / sundays	1.00	HR	359.00	359.00
22	JD 710 Bhoe straight time	1.00	HR	191.00	191.00
23	JD 710 Bhoe over time / saturdays	1.00	HR	219.00	219.00
24	JD 710 Bhoe dbl time / sunday	1.00	HR	247.00	247.00
25	950 loader straight time	1.00	HR	203.00	203.00
26	950 loader overtime / saturdays	1.00	HR	231.00	231.00
27	950 loader dbl time / sundays	1.00	HR	259.00	259.00
28	966 loader straight time	1.00	HR	224.00	224.00
29	966 loader overtime / saturdays	1.00	HR	253.00	253.00
30	966 loader dbl time / sundays	1.00	HR	283.00	283.00



# EXHIBIT A-3 - REVISED RATE SCHEDULE

Effective January 1, 2017

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
31	asphalt paver straight time	1.00	HR	602.00	602.00
32	asphalt paver overtime / Saturdays	1.00	HR	684.00	684.00
33	asphalt paver dbl time / Sundays	1.00	HR	767.00	767.00
34	7-9 tn asphalt roller straight time	1.00	HR	194.00	194.00
35	7-9 tn asphalt roller over time / Saturdays	1.00	HR	218.00	218.00
36	7-9 tn asphalt roller dbl time / Sundays	1.00	HR	244.00	244.00
37	3 ton asphalt roller straight time	1.00	HR	170.00	170.00
38	3 ton asphalt roller over time / Saturdays	1.00	HR	193.00	193.00
39	3 ton asphalt roller dbl time / Sundays	1.00	HR	216.00	216.00
40	Foremen with pick up straight time	1.00	HR	147.00	147.00
41	Foremen with pick up overtime	1.00	HR	177.00	177.00
42	Foremen with pick up dbl time	1.00	HR	207.00	207.00
43	Operator	1.00	HR	126.00	126.00
44	Operator over time	1.00	HR	155.00	155.00
45	Operator dbl time	1.00	HR	183.00	183.00
46	Laborer	1.00	HR	98.00	98.00
47	Laborer over time	1.00	HR	119.00	119.00
48	Laborer dbl time	1.00	HR	141.00	141.00
46a	Laborer w/Pickup	1.00	HR	113.00	113.00
47a	Laborer over time w/Pickup	1.00	HR	135.00	135.00
48a	Laborer dbl time w/pickup	1.00	HR	156.00	156.00
49	10 whlr	1.00	HR	121.00	121.00
50	10 whlr over time	1.00	HR	129.00	129.00
51	10 whlr dbl time	1.00	HR	135.00	135.00
52	Transfers	1.00	HR	135.00	135.00
53	Transfer overtime	1.00	HR	148.00	148.00
54	Transfer dbl time	1.00	HR	161.00	161.00
55	Btm Dump	1.00	HR	135.00	135.00
56	Btm Dump overtime	1.00	HR	148.00	148.00
57	Btm Dump dbl time	1.00	HR	161.00	161.00
58	End dump	1.00	HR	145.00	145.00
59	End dump overtime	1.00	HR	165.00	165.00
60	End dump dbl time	1.00	HR	172.00	172.00
61	Water trk	1.00	HR	159.00	159.00
62	Water trk overtime	1.00	HR	181.00	181.00
63	Water trk dbl time	1.00	HR	204.00	204.00
64	Transport	1.00	HR	224.00	224.00
65	Transport overtime	1.00	HR	246.00	246.00
66	Transport Dbl time	1.00	HR	269.00	269.00
67	Fuel Truck	1.00	HR	211.00	211.00

## NOTES:

### SPECIAL CONDITIONS

- \* Equipment rental rates are good through December 2017.
- \* Equipment rental rates are based on using Granite equipment. If Granite equipment is not available and rental of equipment is required the rental rate is subject to change.
- \* If GPS on equipment is required, add \$10.00/hr.
- \* If work is performed at night or special single shift add \$5.00/hr to all rates.
- \* 4 hr minimum required for all equipment, if standby is incurred it will be charged at cal trans published rates.
- \* Move in and out shall be paid by owner for all equipment.
- \* Overtime and shifting shall comply with Granite labor agreements.
- \* Fuel truck travel time will be billed to owner as fueling as needed for equipment rental.
- \* Paver includes operator and 2 screed laborers. Cleaning of paver beyond 8 hrs will be billed at the appropriate labor rates.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/26/2015

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 #0662759 1-415-486-7000  
Aon Risk Insurance Services West, Inc.  
199 Fremont Street, Suite 1500  
San Francisco, CA 94105

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: VALLEY FORGE INS CO	NAIC # 20508
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
GRANITE CONSTRUCTION COMPANY  
P.O. BOX 50085  
WATSONVILLE, CA 95077

**COVERAGES**

CERTIFICATE NUMBER: 45098460

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 EXCLUSIONS 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 INSR	SUBR 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 <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	GL 2074978689	10/01/15	10/01/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 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 NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual	X	X	BUA 2074978692	10/01/15	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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	X	WC 274978630 (CA) WC 274978644 (AOS)	10/01/15 10/01/15	10/01/18 10/01/18	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

201 433140 Fully Operated, Fueled and Maintained Construction Equipment Rental for the County of Monterey  
Work to be performed on various sites on an on-call basis by the County of Monterey Resource Management  
Agency - Public Works

The County of Monterey, its officers, agents and employees are hereby named as Additional Insureds  
per the attached endorsements.

GL PER ISO FORM CG0001 10/01; AL PER ISO CA0001 03/10

**CERTIFICATE HOLDER**

201 433140

County of Monterey  
Public Works168 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

Aon Risk Insurance Services West, Inc.

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ACORD 25 (2010/05)  
Jmazzarino  
45098460

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

09/26/2015

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY

The County of Monterey, its officers, agents and employees are hereby named as Additional Insureds per the attached endorsements.



G-140331-D  
(Ed. 01/13)

Policy# GL2074978689

Insurance Company: Valley Forge Insurance Co.

Effective: 10-1-15

**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

**SCHEDULE (OPTIONAL)**

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

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

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
  - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
    - (1) The "written contract" requires you to provide the additional insured such coverage; and
    - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
  - a. The maximum permitted by law;
  - b. That required by the "written contract";
  - c. That described in **B.1.** above; or
  - d. That afforded to you under this policy,

G-140331-D (Ed. 01/13)

Page 1 of 3



whichever is less.

4. Notwithstanding anything to the contrary in Condition 4. **Other Insurance** (Section IV), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
  - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities; or
  - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

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

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.4. of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

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

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

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

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.



### **Waiver of Transfer of Rights of Recovery Against Others to Us**

Under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

### **Notice of Cancellation or Material Coverage Change**

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

#### **SCHEDULE**

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
2. Address: Per Certificates of Insurance on file with the broker.
3. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

G-15115-A(Ed 10/89)

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## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

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

### SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

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

### Notice of Cancellation or Material Change- Designated Person or Organization

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

### SCHEDULE

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.
2. Address: Per Certificates of Insurance on file with the broker.
3. Number of days advance notice:  
For non-payment of premium, the greater of:
  - the number of days required by state statute or
  - the number of days required by written contractFor any other reason, the lesser of:
  - 60 days or
  - the number of days required in a written contract

### Waiver of Subrogation

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.

### Schedule

Any person or organization for whom or which the named insured is required by written contract or agreement to obtain this waiver from us.

All other terms and conditions of the Policy remain unchanged.

CNA71527XX (10/12) modified  
Effective Date: 10-1-15

Policy No: BUA 2074978692  
Valley Forge Insurance Company

Page 1 of 1



G-19160-B  
(Ed. 11/97)

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

### BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA

This endorsement changes the policy to which it is attached.

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

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

#### PREMIUM CHARGE –n/a

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

### UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties. **Schedule : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.**

WC43 03 05 (Ed 7-00)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

All Other States where allowed (except CA, TX, UT)

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**Any person or organization for whom the named insured has agreed by written contract to furnish this waiver**

WC00 03 13 (Ed 4-84)

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 10-1-15

Policy No. WC274978630	Valley Forge Insurance Company
WC274978644	Valley Forge Insurance Company
WC274978658	Transportation Insurance Company
WC274978661	Transportation Insurance Company



G-20472-A  
(Ed. 10/93)

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

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**NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT**

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

1. Number of days advance notice:

For non-payment of premium, the greater of:

- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:

- 60 days or
- the number of days required in a written contract

2. Notice will be mailed to:

Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

Address: Per Certificates of Insurance on file with the broker

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 10-1-15

Policy No. WC274978630 Valley Forge Insurance Company  
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