

**AMENDMENT NO. 8  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
WOOD RODGERS, INC.**

**THIS AMENDMENT NO. 8** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wood Rodgers, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (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 October 27, 2008 (hereinafter, "Agreement") to provide environmental documentation and Plans, Specifications and Engineer's Estimate (PS&E) (hereinafter, "services") for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment (hereinafter, "Project") through December 30, 2011 for an amount not to exceed \$1,048,896.04; and

**WHEREAS**, Agreement was amended by the Parties on December 3, 2009 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions and Exhibit B-1 – Federal Provisions) to increase the amount by \$15,700.00 which resulted in a total not to exceed amount of \$1,064,596.04 and to revise Exhibit B - Federal Provisions with no extension to the term; and

**WHEREAS**, Agreement was amended by the Parties on September 29, 2010 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions) to increase the amount by \$139,359.75 which resulted in a total not to exceed amount of \$1,203,955.79 with no extension to the term; and

**WHEREAS**, Agreement was amended by the Parties on September 2, 2011 (hereinafter, "Amendment No. 3", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for approximately two (2) additional years through December 31, 2013, to increase the amount by \$100,200.00 which resulted in a total not to exceed amount of \$1,304,155.79, and to revise the indemnification provisions; and

**WHEREAS**, Agreement was amended by the Parties on September 26, 2012 (hereinafter, "Amendment No. 4", including Exhibit A-4 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through June 30, 2014 and to increase the amount by \$428,422.00 which resulted in a total not to exceed amount of \$1,732,577.79; and

**WHEREAS**, Agreement was amended by the Parties on May 14, 2014 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through June 30, 2016 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on November 12, 2014 (hereinafter, "Amendment No. 6", including Exhibit A-5 – Scope of Services/Payment Provisions) to increase the amount by \$86,830.00 which resulted in a total not to exceed amount of \$1,819,407.79 with no extension to the term; and

**WHEREAS**, Agreement was amended by the Parties on July 5, 2016 (hereinafter, "Amendment No. 7") to extend the term for six (6) additional years through June 30, 2022 with no increase in the not to exceed amount; and

**WHEREAS**, due to funding constraints, construction of the Project has been delayed to start in January of 2020; and

**WHEREAS**, due to the unanticipated delay of the Project, additional tasks associated with Project Management, Final PS&E, Preparation of Regulatory Permits/Applications, Preparation of the Project Study Report/Project Report, Assistance During Bidding, Assistance During Construction and additional services as requested by the County are required from the CONTRACTOR to complete the Project; and

**WHEREAS**, additional funding is necessary; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$377,660.00 for a total amount not to exceed \$2,197,067.79 with no extension to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 8.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6 in conformity with the terms of this Agreement. The services are generally described as follows: Provide environmental documentation and construction Plans, Specifications, and Engineer's Estimate (PS&E) including the acquisition of necessary permitting from resource agencies, and securing Caltrans approval for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3, A-4, A-5 and A-6, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$2,197,067.79.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-6, Scope of Services/Payment Provisions".

4. Amend County and CONTRACTOR contact information in Paragraph 14, "Notices", to read as follows:

**FOR COUNTY:**

Dalia Mariscal-Martinez, Management Analyst II  
County of Monterey, Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
(831) 755-8966

**FOR CONTRACTOR:**

Mark Rayback, P.E., Principal  
Wood Rodgers, Inc.  
3301 C Street, Building 100-B  
Sacramento, California 95816  
(916) 440-8131

5. In all places within the Agreement, any reference to the County's address at "168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, California, 93901" is hereby replaced with "1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California, 93901-4527".
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 8 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 8 are incorporated into the Agreement and this Amendment No. 8.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_

*W. J. R.*  
For Contracts/Purchasing Officer  
W. J. R. Schinner  
Deputy Purchasing Agent  
County of Monterey

Date: \_\_\_\_\_

*2/6/18*

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

By: \_\_\_\_\_

*Mary Grace Perry*  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

*12-21-17*

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_

*Houelle*  
Auditor/Controller

Date: \_\_\_\_\_

*12/22/17*

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_

Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***

Wood Rodgers, Inc.  
Contractor's Business Name

By: \_\_\_\_\_

*[Signature]*  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_

*JOHANNAN LEON*  
VICE PRESIDENT  
(Print Name and Title)

Date: \_\_\_\_\_

*12-17-17*

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

*MARK PAYBACK, SECRETARY*  
(Print Name and Title)

Date: \_\_\_\_\_

*12-17-17*

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Wood Rodgers, Inc., hereinafter referred to as “CONTRACTOR”

### A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Monterey Bay Sanctuary Scenic Trail – Moss Landing Segment (hereinafter, “Project”), as set forth below:

**Project Management:** The construction of the Project was scheduled to commence in summer of 2016. Due to funding constraints, the earliest that this Project can start construction would be January 2020. This unanticipated delay for completion of the Project will require an expanded level of effort from CONTRACTOR in managing the Project, responding to various inquiries from County, providing assistance with acquisition of necessary permitting from resource agencies, and securing the California Department of Transportation (Caltrans) approval of the Project.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	60	\$195	\$11,700.00
Associate Engineer III	20	\$185	\$3,700.00
Engineer III	12	\$155	\$1,860.00
Administrative Assistant	24	\$95	\$2,280.00
<b>SUB-TOTAL</b>			<b>\$19,540.00</b>

#### Task 3.10.1 – Final Plans, Specifications and Estimate (PS&E) Package

##### A – Structural Facilities within Moss Landing Power Plant Jurisdiction

Upon completion of the alternative studies for the revised alignment within Station 83+00 to Station 93+00 in order to protect the existing oil pipeline in place, at approximately Station 88+50, a bridge structure with a Gabion Wall at southerly approach and a separate type of wall (Soldier Pile Retaining Wall) north of this crossing were required to comply with the Moss Landing Power Plant requirements. The design criteria for these types of walls are significantly different from the Segmental Retaining Wall originally proposed elsewhere along the trail. Development of necessary details, design calculations and preparation of the Plans and Estimate (P&E) for this bridge structure and the Gabion and Soldier Pile walls require a significant level of additional effort from CONTRACTOR beyond what was originally proposed for the Segmental walls in this area.

County recognizes the PS&E will need to be updated prior to final approval to comply with 2015 Caltrans Standard Plans and Specifications. Since the Project's construction date has been identified as January 2020, the County has directed CONTRACTOR to complete the Improvement PS&E to current Caltrans 2015 Standard Plans and Specifications.

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	32	\$195	\$6,240.00
Associate Engineer III	68	\$185	\$12,580.00
Engineer III	148	\$155	\$22,940.00
Engineer II	120	\$145	\$17,400.00
CAD Technician I	120	\$105	\$12,600.00
Administrative Assistant	16	\$95	\$1,520.00
<b>SUB-TOTAL</b>			<b>\$73,280.00</b>

### B – Pile Driving Noise Attenuation/US Coast Guard Permit

To comply with the United States Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) environmental requirements, CONTRACTOR performed a significant level of effort to investigate available pile driving noise attenuation systems in order to expedite the pile driving operation during construction. Extensive on-line research, literature research, and review of past Caltrans construction projects where noise attenuation systems have been utilized was conducted. Numerous CONTRACTOR Team and County teleconferences were also held to evaluate the available noise attenuation systems for the Project.

Under this Task, CONTRACTOR shall also prepare the required United State (US) Coast Guard Bridge Permit. CONTRACTOR shall complete the US Coast Guard checklist and all attachments. The Draft Permit Application shall be sent to County for review and signature.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	12	\$195	\$2,340.00
Associate Engineer III	88	\$185	\$16,280.00
Engineer III	36	\$155	\$5,580.00
<b>SUB-TOTAL</b>			<b>\$24,200.00</b>

### C – Improvement Plans, Specifications and Engineer's Estimate Updates

The sixty percent (60%) plans for the Project were prepared based on Caltrans 2006 Standard Plans and Specifications as well as Caltrans design criteria, which were the current requirements at the time. The PS&E package was updated to reflect the requirements for the Caltrans 2010 Standards. The Project specifications have been written based on Caltrans 2010 Standards. Caltrans has issued the 2015 version of their Standard Plans and Specifications and requires any project being advertised for construction after summer of 2016 to reflect this latest version.

County recognizes the PS&E will need to be updated prior to final approval to comply with current Caltrans Standard Plans and Specifications. CONTRACTOR shall update the PS&E to incorporate the latest Caltrans Standard Plans and Specifications for construction in January 2020. This scope assumes one (1) Caltrans review and comment cycle.

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	16	\$195	\$3,120.00
Associate Engineer (Bridge) III	70	\$185	\$12,950.00
Associate Engineer (Roadway) III	80	\$185	\$14,800.00
Engineer III	68	\$155	\$10,540.00
CAD Technician I	108	\$105	\$11,340.00
Administrative Assistant	24	\$95	\$2,280.00
<b>SUB-TOTAL</b>			<b>\$55,030.00</b>

### TASK 5 – PREPARE REGULATORY PERMITS

#### Task 5.1 - Section 404 of the Clean Water Act (CWA) and Section 10 of Rivers and Harbors Act Permits

CONTRACTOR's subconsultant, LSA Associates, Inc. (LSA) shall prepare a Nationwide Permit application for Section 404 of the CWA for the Project. Based on the Jurisdictional Delineation prepared for the Project in May 2009 and revised in July 2010, Project implementation would result in temporary and permanent impacts to United States Army Corps of Engineers (Corps) jurisdictional waters. A total of 0.273 acre of Corps jurisdictional waters would be permanently affected by Project activities. Approximately 0.106 acre of temporary effects to Corps jurisdictional areas are expected. Furthermore, approximately 0.11 acre of permanent indirect effects to jurisdictional waters could result from the Project from shading related to the proposed bridge. Beneficial impacts would result from protection of the shoreline and from shading. Project impacts would be less than one half acre (0.50 acre) and would therefore be permitted under the Nationwide Permit Program. It is assumed that the Project would be authorized under Nationwide Permit 14, Linear Transportation Projects. A conceptual mitigation and monitoring plan shall be prepared for submittal with the permit application. The mitigation and monitoring plan shall describe how the impacts to jurisdictional areas shall be mitigated and how the mitigation shall be monitored to demonstrate that the mitigation was successful. This plan also shall be suitable for submittal with the Section 401 permit. LSA shall revise the conceptual mitigation plan to address one (1) round of comments from Caltrans.

LSA shall also prepare a Letter of Permission (LOP) for Section 10 of the Rivers and Harbors Act for the Project. The LOP application shall include, in addition to the application form, the Project plans, a notice of determination showing California Environmental Quality Act (CEQA) compliance, a copy of the delineation of jurisdictional waters, and a copy of the conceptual mitigation and monitoring plan.

**BUDGET: \$33,000.00**

#### Task 5.2: Section 401 Water Quality Certification

LSA shall prepare a Water Quality Certification application for Section 401 of the CWA for the Project. The application will include a copy of the Nationwide Permit and LOP, a copy of the delineation of jurisdictional waters, a notice of determination (NOD) showing CEQA compliance, and a check for the application fee. County shall be responsible for application fees associated with the Water Quality Certification for the Project.

**BUDGET: \$13,000.00**

## **EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **Task 5.3: Agency Coordination for Section 404 and Section 401 of the CWA**

LSA shall coordinate<sup>1</sup> with environmental regulatory agency representatives and prepare permit applications in signature ready format. A maximum of sixteen (16) hours of senior staff's time shall be allotted for County coordination. Upon County's signature, LSA shall submit permit applications to the respective agencies and coordinate with those agencies to ensure that the applications are complete, provide additional information, if requested, discuss Project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. During their review, should any of the agencies modify or recommend additional conditions from those specified on the permit applications, LSA shall work with County and the agencies to finalize the permit conditions. County is responsible for payment of all application fees.

**BUDGET: \$ 6,000.00**

### **Task 5.4: Marine Mammal Incidental Take Authorization Application**

In February 2016, LSA prepared a draft Marine Mammal Incidental Take Authorization Application, at which time County placed the permitting phase of the Project on hold until it secured full Project funding. Following County's Notice to Proceed (NTP) with the permitting phase of the Project, LSA shall review and submit the Marine Mammal Incidental Take Authorization Application to County for review and approval. LSA shall revise the Marine Mammal Incidental Take Authorization Application to address one (1) round of comments from County. On behalf of County, LSA shall submit the Marine Mammal Incidental Take Authorization Application to the NMFS and the USFWS in order to secure a Marine Mammal Incidental Take Permit for the Project. LSA's budget assumes one (1) round of response to comments from NMFS and the USFWS to secure the Marine Mammal Incidental Take Permit.

**BUDGET: \$24,000.00**

### **Task 5.5: Coastal Development Permit (CDP) Application**

LSA shall prepare a CDP application for submittal to the California Coastal Commission (CCC). In addition to submitting the Project Description, pertinent Project Plan information, and a vicinity map as part of the CDP application, LSA shall complete the property owner notification process by preparing the radius map, working in cooperation with County to identify surrounding property owners and occupants, and conducting all mailings as required by the CCC. The CDP application shall be required to address consistency of the Project with the California Coastal Zone Management Act (CZMA). LSA shall prepare a CZMA consistency analysis to be used to support the CDP application package.

While monitoring the application status and progress of the application review, LSA shall correspond with and attend up to one (1) meeting with County, two (2) meetings with CCC staff, and one (1) CCC hearing. LSA has found that frequent correspondence with staff can help the review process move forward. This scope also includes preparing up to two (2) sets of responses to staff requests for additional information on the CDP application.

Please note that obtaining a CDP can take longer than expected and cannot be guaranteed. The proposed budget does not account for fulfilling unforeseen CCC requests for information beyond what the CDP application requires. The CCC's staff is currently backlogged with application reviews, which frequently result in delays. Furthermore, staff and Commissioners occasionally disagree, resulting in multiple staff reports and hearings. Therefore, LSA has attempted to provide

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<sup>1</sup> Section 7 consultation for this Project is expected to be conducted between Caltrans and the USFWS and the NMFS.



## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

a thorough scope and sufficient budget to complete a CDP application and conduct the necessary work to obtain a CDP under typical conditions. Additional budget may be needed if the CCC requires information, or deliverables that are beyond what they typically request. In some instances, the actual cost could be lower.

**BUDGET: \$30,000.00**

### COST ESTIMATE

LSA proposes to conduct the services described in the Scope of Services above for the amount shown in the table below. Task budgets are estimates and costs may be shifted between tasks while keeping within the overall budget.

Task	Cost
<b>Task 5.1: Section 404 Nationwide Permit and Section 10 Letter of Permission</b>	<b>\$33,000.00</b>
<b>Task 5.2: Section 401 Water Quality Certification</b>	<b>\$13,000.00</b>
<b>Task 5.3: Agency Coordination</b>	<b>\$6,000.00</b>
<b>Task 5.4: Marine Mammal Incidental Take Authorization Application</b>	<b>\$24,000.00</b>
<b>Task 5.5: Coastal Development Permit Application</b>	<b>\$30,000.00</b>
<b>Total</b>	<b>\$106,000.00</b>

Note: Costs do not include agency filing/application fees

### PERMITTING SCHEDULE

The schedule for completing the permits is shown in the table below.

Task	Estimated Time From NTP
<b>County to Provide NTP</b>	~
<b>Task 1: Section 404 Nationwide Permit and Section 10 Letter of Permission</b>	
LSA to submit draft document to County	4 weeks <sup>1</sup>
County to provide review comments	2 week
LSA to submit final document to the Corps	1 week
<b>Task 2: Section 401 Water Quality Certification</b>	
LSA to submit draft document to County	4 weeks <sup>1</sup>
County to provide review comments	1 week
LSA to submit final document to Regional Water Quality Control Board (RWQCB)	1 week
<b>Task 3: Agency Coordination</b>	On-going
<b>Task 4: Marine Mammal Incidental Take Authorization Application</b>	
LSA to submit draft document to Caltrans	Completed
County to provide review comments	2 weeks
LSA to submit application to NMFS/USFWS	4 weeks
LSA to respond to comments from NMFS/USFWS during their review and approval	On-going
<b>Task 5: CDP Application</b>	
LSA to submit draft CDP application package including CZMA consistency analysis to County	6 weeks <sup>1</sup>
County to provide review comments	1 week
LSA to submit final CDP application package to County	2 week

<sup>1</sup> = Preparation of draft permit applications under Tasks 1-5 will occur concurrently.

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### TASK 6 – PREPARE PROJECT STUDY REPORT/PROJECT REPORT (PSR/PR)

CONTRACTOR shall prepare the PSR/PR in accordance with the Guidelines for Project Reports in the Caltrans "Project Development Procedures Manual." The Project previously prepared 90% PS&E and has an approved Environmental Document (ED). The PSR/PR shall be based on the approved environmental documentation and the previously prepared and submitted 90% PS&E. Therefore, a Draft PSR/PR shall not be prepared. A Draft Final PSR/PR shall be prepared and submitted to County and Caltrans for review and comment. A Final PSR/PR shall be prepared by incorporating comments provided by County and Caltrans and shall be submitted for approval.

#### Task 6.1 - Draft Final PSR/PR

CONTRACTOR shall prepare the Draft Final PSR/PR in accordance with the Guidelines for PSR/PR in the Caltrans "Project Development Procedures Manual." The Draft Final PSR/PR shall bear the stamp and seal of the registered Civil Engineer responsible for its preparation, and shall discuss the background of the Project, the need and purpose, the viable alternative for the Project, the engineering features proposed for the Project, utility involvement, highway planting, cost estimates, right-of-way (ROW) issues, collision analysis, environmental issues, past Public involvement and Public hearings, and issues related to construction of the Project such as the need for staging and detours. Prior to initiating the PSR/PR, CONTRACTOR shall attend one (1) Project Development Team (PDT) meeting with County and Caltrans to decide the most efficient means to move to completion of the document. The Draft Final PR shall be illustrated with a vicinity map, the geometric plans of the viable alternative and tables of significant data. The following documents shall be included as attachments to the Draft PSR/PR:

- Final ED
- Vicinity/Location Map
- 90% Improvement Plans
- Project Cost Estimate summary
- ROW and Utility Data Sheets for each alternative
- 90% Bridge Plans
- Storm Water Data Report Cover Sheet
- Traffic Management Plan Data Sheet
- Cooperative Agreement
- Risk Management Plan
- Distribution List

The level of effort associated with Task 6.1 is estimated as:

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	20	\$195	\$3,900.00
Associate Engineer (Bridge) III	8	\$185	\$1,480.00
Associate Engineer (Roadway) III	60	\$185	\$11,100.00
Engineer III	20	\$155	\$3,100.00
CAD Technician I	24	\$105	\$2,520.00
Administrative Assistant	8	\$ 95	\$760.00
<b>SUBTOTAL</b>			<b>\$22,860.00</b>

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 6.2 - Final PSR/PR

County/Caltrans Review: The Draft Final PSR/PR shall be circulated within County and Caltrans for review and comment. CONTRACTOR shall address all review comments in writing and make necessary revisions to the Draft Final PSR/PR. It is anticipated that two (2) submittals and revision cycles to County and Caltrans shall be required for approval. CONTRACTOR assumes there will be no revisions to the approved ED and that the ED shall not be re-circulated for Public comment. It is also assumed substantial revisions to the 90% PS&E shall not be required. Examples of substantial changes include, but are not limited to, major shifts in alignment and profile, revisions to retaining wall type and design, revisions to the previously approved bridge type and design. Under this task, CONTRACTOR shall attend up to two (2) meetings with the PDT. Once approval has been received, CONTRACTOR shall produce the required number of copies for County and Caltrans files.

The level of effort associated with Task 6.2 is estimated as:

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	16	\$195	\$3,120.00
Associate Engineer (Bridge) III	8	\$185	\$1,480.00
Associate Engineer (Roadway) III	60	\$185	\$11,100.00
Engineer III	28	\$155	\$4,340.00
CAD Technician I	40	\$105	\$4,200.00
Administrative Assistant	12	\$ 95	\$1,140.00
<b>SUBTOTAL</b>			<b>\$25,380.00</b>

### TASK 7 – ASSISTANCE DURING BIDDING

CONTRACTOR shall assist County during bidding of the Project. Services shall include: attendance at Bidder's conference, responding to Bidder inquiries, assisting with addendums, and preparing the bid summary, if required.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	8	\$195	\$1,560.00
Associate Engineer	12	\$185	\$2,220.00
Engineer III	12	\$155	\$1,860.00
CAD Technician	8	\$105	\$ 840.00
Administrative Assistant	2	\$95	\$ 190.00
<b>SUBTOTAL</b>			<b>\$6,670.00</b>

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### TASK 8 – ASSISTANCE DURING CONSTRUCTION

CONTRACTOR shall provide assistance to County during construction. This shall include review of Requests for Information (RFI) and submittals, review of shop drawings, and assistance with evaluation of CONTRACTOR prepared Change Orders.

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

CONTRACTOR Classification	Hours	Hourly Rate	Budget
Project Manager/Principal Engineer I	24	\$195	\$4,680.00
Associate Engineer	48	\$185	\$8,880.00
Engineer III	48	\$155	\$7,440.00
CAD Technician	28	\$105	\$2,940.00
Administrative Assistant	8	\$ 95	\$ 760.00
SUBTOTAL			\$24,700.00

### TASK 9 – ADDITIONAL SERVICES

Other related services as requested in writing by County.

Additional services related to the tasks described in Exhibit A-6 – Scope of Services/Payment Provisions of this Agreement shall not be provided unless authorized in writing by County prior to additional services being provided. Services completed by CONTRACTOR prior to receiving County's written authorization to proceed shall not be eligible for compensation. Any newly identified tasks not included herein shall not be conducted by CONTRACTOR until presented to County and with County approval, amended into this Agreement.

**Budget: \$20,000.00**

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/PAYMENT

County shall increase this amount of the Agreement by \$377,660.00 for a total amount not to exceed \$2,197,067.79 for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A-6. CONTRACTOR's compensation for services rendered shall be based on the rates outlined in Section A, Scope of Services; Summary of Budget; and Fee Schedule in this Exhibit A-6.

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses within the not to exceed task budgets during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at:

[https://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

## **EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Payment shall be based upon satisfactory completion and acceptance of each major part of the Agreement.

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 Multi-Year Agreement (MYA) number 3000\*2618, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance  
Division 1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

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

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Summary of Budget:

<b>Project Management</b>	<b>\$19,540.00</b>
<b>TASK 3.10.1 – Final Plans and Estimate (P&amp;E) Package</b>	
3.10.1 A – Structural Facilities within Moss Landing Power Plant Jurisdiction	<b>\$73,280.00</b>
3.10.1 B – Pile Driving Noise Attenuation	<b>\$24,200.00</b>
3.10.1 C – Improvement Plans and Engineer's Estimate Updates	<b>\$55,030.00</b>
<b>TASK 5 – Prepare Regulatory Permits</b>	
Task 5.1 – Section 404 of the CWA and Section 10 of Rivers and Harbors Act Permits	<b>\$33,000.00</b>
Task 5.2 – Section 401 Water Quality Certification	<b>\$13,000.00</b>
Task 5.3 – Agency Coordination for Section 404 and Section 401 of the Clean Water Act	<b>\$ 6,000.00</b>
Task 5.4 – Marine Mammal Incidental Take Authorization Application	<b>\$24,000.00</b>
Task 5.5 – Coastal Development Permit Application	<b>\$30,000.00</b>
<b>TASK 6 – Prepare Project Study Report/Project Report (PSR/PR)</b>	
Task 6.1 – Draft Final PSR/PR	<b>\$22,860.00</b>
Task 6.2 – Final PSR/PR	<b>\$25,380.00</b>
<b>TASK 7 – Assistance During Bidding</b>	<b>\$6,670.00</b>
<b>TASK 8 – Assistance During Construction</b>	<b>\$24,700.00</b>
<b>TASK 9 – Additional Services</b>	<b><u>\$20,000.00</u></b>
<b>Total Budget Increase:</b>	<b>\$377,660.00</b>

# EXHIBIT A-6 – SCOPE OF SERVICES/PAYMENT PROVISIONS



## SACRAMENTO FEE SCHEDULE Effective January 1, 2018

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/LA* II	\$235
Principal Engineer/Geologist/Surveyor/Planner/LA* I	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$175
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$155
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$145
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$135
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$110
CAD Technician III	\$125
CAD Technician II	\$115
CAD Technician I	\$105
Project Coordinator	\$115
Administrative Assistant	\$95
1 Person Survey Crew	\$180
2 Person Survey Crew	\$260
3 Person Survey Crew	\$340
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

\*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate

Fee Schedule subject to a 3.5% increase from January 1, 2019 through June 30, 2022.

Although hourly rates may increase over the term of the Agreement, the total not to exceed amount of the Agreement will not change without an amendment to the Agreement.

 12/19/17  
(Contractor's Initials) (Date)

 12/19/17  
(Contractor's Initials) (Date)

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2017

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).

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090</b>		<b>CONTACT NAME:</b> Nancy Ferrick <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>FAX (A/C, No):</b> 510 452-2193 <b>E-MAIL ADDRESS:</b> nferrick@dealeyrenton.com	
<b>INSURED</b> <b>Wood Rodgers, Inc.</b> <b>3301 C Street, Bldg 100B</b> <b>Sacramento, CA 95816-3342</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co <b>NAIC #</b> 25674 <b>INSURER B:</b> Travelers Indemnity Company of <b>25666</b> <b>INSURER C:</b> XL Specialty Insurance Co. <b>37885</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	6803H071620-CA	10/01/2017	10/01/2018	EACH OCCURRENCE \$1,000,000
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	6806H391485-NV	10/01/2017	10/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$1,000,000
	OTHER:						GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	BA5367L055	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	CUP4161T309	10/01/2017	10/01/2018	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	UB9112481A	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9918344	10/01/2017	10/01/2018	\$5,000,000 per Claim \$7,000,000 Annl Aggr.

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

All Operations of the Named Insured. WR#8091's. The County of Monterey, its agents, officers and employees are named as Additional Insureds to General and Auto Liability per policy form wording. Such Insurance is Primary and Non-contributory Walver of Subrogation applies to General and Auto Liability and Worker's Compensation coverage per policy form wording.

## CERTIFICATE HOLDER

## CANCELLATION

<b>County of Monterey</b> <b>Contracts/Purchasing Dept</b> <b>168 West Alisal Street, 3rd Floor</b> <b>Salinas, CA 93901-0000</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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Policy Number: 6803H071620-CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, 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" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "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 or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured 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. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and

## COMMERCIAL GENERAL LIABILITY

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 any other insurance.

**3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with

such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**4. The following definition is added to the DEFINITIONS Section:**

"Written contract requiring insurance" means that part of any written contract 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:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**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:** Wood Rodgers, Inc.

**Endorsement Effective Date:** 10/01/2017

### **SCHEDULE**

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

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees

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.

## COMMERCIAL AUTO

## BUSINESS AUTO COVERAGE FORM

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

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

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

### SECTION I – COVERED AUTOS

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

#### A. Description Of Covered Auto Designation Symbols

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

## COMMERCIAL AUTO

- |    |   |   |
|----|---|---|
| 19 | Mobile<br>Equipment<br>Subject To<br>Compulsory<br>Or Financial<br>Responsibility<br>Or Other Motor<br>Vehicle<br>Insurance Law<br>Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |
|----|---|---|

### B. Owned Autos You Acquire After The Policy Begins

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

### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

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

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

## SECTION II – LIABILITY COVERAGE

### A. Coverage

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

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

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

#### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

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

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

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

## B. Exclusions

This Insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

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

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

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

## COMMERCIAL AUTO

### 3. Workers' Compensation

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

### 4. Employee Indemnification And Employer's Liability

"Bodily Injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

### 5. Fellow Employee

"Bodily Injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this ex-

clusion does not apply to liability assumed under a sidetrack agreement.

### 7. Handling Of Property

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

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

### 8. Movement Of Property By Mechanical Device

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

### 9. Operations

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

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

### 10. Completed Operations

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

In this exclusion, your work means:

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

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

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

- (1) When all of the work called for in your contract has been completed.

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

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

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

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

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

#### 13. Racing

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

#### C. Limit Of Insurance

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

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from



## COMMERCIAL AUTO

continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

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

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

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

- a. **Comprehensive Coverage**

From any cause except:

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

- b. **Specified Causes Of Loss Coverage**

Caused by:

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

- c. **Collision Coverage**

Caused by:

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

2. **Towing**

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

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

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

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

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

#### 4. Coverage Extensions

- a. **Transportation Expenses**

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

- b. **Loss Of Use Expenses**

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

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

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

#### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

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

**b. War Or Military Action**

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

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

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road dam-age to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the follow-ing:

- a. Tapes, records, discs or other similar au-dio, visual or data electronic devices de-signed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment such as ra-dar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently

installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the cov-ered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the cov-ered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the cov-ered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- c. An integral part of such equipment.

3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

## COMMERCIAL AUTO

4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### D. Deductible

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

## SECTION IV – BUSINESS AUTO CONDITIONS

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

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

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

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

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "Insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "Insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "Insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "Insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "Insured's" liability.

### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;

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

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

#### **5. Transfer Of Rights Of Recovery Against Others To Us**

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

### **B. General Conditions**

#### **1. Bankruptcy**

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

#### **2. Concealment, Misrepresentation Or Fraud**

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

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

#### **3. Liberalization**

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

### **5. Other Insurance**

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

### **6. Premium Audit**

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## COMMERCIAL AUTO

### 7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
  - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

### 8. Two Or More Coverage Forms Or Policies Issued By Us

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the coverage forms or policies shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.

## SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other simi-

lar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
  1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

## COMMERCIAL AUTO

2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building

cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense";to which this insurance applies, are alleged.

"Suit" includes:

  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "Insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**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.

- |   |   |
|---|---|
| <b>A. BLANKET ADDITIONAL INSURED</b>                                  | <b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b> |
| <b>B. EMPLOYEE HIRED AUTO</b>   | <b>I. WAIVER OF DEDUCTIBLE – GLASS</b>                                  |
| <b>C. EMPLOYEES AS INSURED</b>  | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                   | <b>K. AIRBAGS</b>   |
| <b>E. TRAILERS – INCREASED LOAD CAPACITY</b>                          | <b>L. AUTO LOAN LEASE GAP</b>   |
| <b>F. HIRED AUTO PHYSICAL DAMAGE</b>                                  | <b>M. BLANKET WAIVER OF SUBROGATION</b>                                 |
| <b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |   |

#### **A. BLANKET ADDITIONAL INSURED**

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **B. EMPLOYEE HIRED AUTO**

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

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. 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 an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **C. EMPLOYEES AS INSURED**

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



## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

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

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL PROPERTY

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

#### Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

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

No deductibles apply to Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

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

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

- (2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Wood Rodgers, Inc.

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 (00) --**

**POLICY NUMBER: UB9112481A**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization:**

County of Monterey  
Contracts/Purchasing Dept  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901-0000

**Job Description:**

All Operations of the Named Insured. NAME OF PERSON(S) OR ORGANIZATION(S) CONT.: The County of Monterey, its agents, officers and employees .

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