

# Attachment D

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## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement Nos.: A-12490 & A-12548

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

- a. Approved Amendment No. 2 to Agreement No. A-12490 with Michael Baker International, Inc. to increase the Fiscal Year (FY) maximum amount of \$100,000 per year for the initial three (3) year term of the Agreement by \$400,000 for a total maximum increase amount of \$500,000 for FY 2016 - 2017 for a total Agreement amount not to exceed \$800,000 to continue to provide permit application review services and extend the expiration date from July 16, 2016 for one (1) additional year through July 16, 2017; and
- b. Approved Amendment No. 1 to Agreement No. A-12548 with Rincon Consultants, Inc. to increase the FY maximum amount of \$100,000 per year for the initial three (3) year term of the Agreement by \$400,000 for a total maximum increase amount of \$500,000 for FY 2016 - 2017 for a total Agreement amount not to exceed \$800,000 to continue to provide permit application review services and extend the expiration date from August 16, 2016 for one (1) additional year through August 16, 2017; and
- c. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendment No. 2 to Agreement No. A-12490, Amendment No. 1 to Agreement No. A-12548 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

PASSED AND ADOPTED on this 14th day of June 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Potter

NOES: None

ABSENT: Supervisor Parker

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 79 for the meeting on June 14, 2016.

Dated: June 21, 2016  
File ID: 16-713

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

By Denise Hancock  
Deputy

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
MICHAEL BAKER INTERNATIONAL, INC.**

**THIS AMENDMENT NO. 2** to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Michael Baker International, 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 an Agreement with County on July 16, 2013, (hereinafter, "Agreement") to provide permit application review services (hereinafter, "services") through July 16, 2016 with the option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$100,000 per fiscal year in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, Agreement was amended by the Parties on August 31, 2015 (hereinafter, "Amendment No. 1") to revise the CONTRACTOR's legal name with no increase in the Agreement's not to exceed amount; and

**WHEREAS**, the County has a continued need for services; and

**WHEREAS**, the CONTRACTOR's original Pricing Sheet requires an update effective July 17, 2016, in accordance with Exhibit A-1, Revised Pricing Sheet, which is attached and incorporated by this reference; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to July 16, 2017, increase the amount by \$500,000 for a total amount not to exceed \$800,000, and update the Pricing Sheet to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend Paragraph 1.1 under Section 1.0 "Performance of the Agreement", to add the following:

Attachment A – 1 – Revised Pricing Sheet

2. Amend Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows:

The term of the AGREEMENT will be from July 16, 2013 to July 16, 2017 with the option to extend the AGREEMENT for one (1) additional one (1) year period.

Amendment No. 2 to Agreement  
Michael Baker International, Inc.  
Permit Application Review Services (RFQ #10382)  
RMA – Planning  
Term: July 16, 2013 – July 16, 2017  
Not to Exceed: \$800,000

3. Amend Paragraph 4.1 under Section 4.0, "Compensation and Payments", to read as follows;

It is mutually understood and agreed by both Parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as ATTACHMENTS A and A-1. The total amount of this AGREEMENT shall not exceed \$100,000 per fiscal year for the initial three (3) year term of this AGREEMENT. Additionally, the total amount of this AGREEMENT shall not exceed \$500,000 for the first additional one (1) year period extension beyond the initial term, for a total AGREEMENT amount not to exceed \$800,000.

4. Amend Paragraph 5.1 under Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices for all services rendered per this AGREEMENT shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments" and Section 5.0, "Invoices and Purchase Orders" of the AGREEMENT. All invoices shall reference the Request for Qualifications (RFQ) number (RFQ #10382), Multi-Year Agreement number (MYA 3000\*940), 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  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

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

5. Delete the first sentence of Paragraph 5.2 under Section 5.0, "Invoices and Purchase Orders".
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 2 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. 2 are incorporated into the Agreement and this Amendment No. 2.

Amendment No. 2 to Agreement  
Michael Baker International, Inc.  
Permit Application Review Services (RFQ #10382)  
RMA – Planning  
Term: July 16, 2013 – July 16, 2017  
Not to Exceed: \$800,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:   
Contracts/Purchasing Officer

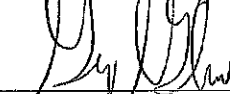
**PURCHASING MANAGER  
COUNTY OF MONTEREY**  
Date: 28 Jun 2016

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

By:   
Mary Grace Perry  
Deputy County Counsel

Date: May 13, 2016

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 8-13-16

**Approved as to Indemnity and Insurance Provisions**


By: \_\_\_\_\_  
Risk Management

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

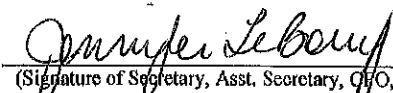
**CONTRACTOR\***

Michael Baker International, Inc.  
Contractor's Business Name

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

Its: Kevin Gustorf, Vice President  
(Print Name and Title)

Date: 4/28/2016

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

Its: Jennifer LeBoruf, Assistant Secretary  
(Print Name and Title)

Date: 4/29/2016

Amendment No. 2 to Agreement  
Michael Baker International, Inc.  
Permit Application Review Services (RFQ #10382)  
RMA - Planning  
Term: July 16, 2013 - July 16, 2017  
Not to Exceed: \$800,000

*pw*

**ATTACHMENT A-1 – REVISED PRICING SHEET**  
**Effective July 17, 2016**

**ATTACHMENT – PRICING SHEET**

Service	State your firm's rate of the cost for review
Permit Review (regular)	\$5,000
Other (indicate) Permit Review (complex)	\$10,000
Other (indicate) Initial Study	\$5,000 - \$15,000

Service	State your firm's rate in dollars per each hour:
Permit Review (regular)	\$150
Other (indicate) Permit Review (complex)	\$150
Other (indicate) Initial Study	\$150

The undersigned, having read and understood all proposal information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that the Fee Schedule will be used by the COUNTY as a criteria to select the firm(s) for possible interviews by the Selection Committee, but that a final fee may be negotiated with the qualified firm(s) for the required services.

Reimbursable Items to be Billed (Please list)	Estimated Cost Bills (Note, indicated markup should not exceed 10%)	
	Total Cost	% of Markup calculated
Copy/Printing Vendors		10%
Subconsultants		10%

Pricing sheet shall be submitted in a separate sealed envelope. Pricing shall only be opened for the awarded CONTRACTOR(s).

Michael Baker International, Inc.  
Permit Application Review Services (RFQ #10382)  
RMA – Planning

*rw*



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/29/2015

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	<b>CONTACT</b> NAME: PHONE: (A/C. No. Ext): (866) 283-7122 FAX: (A/C. No.): (800) 363-0105 E-MAIL: ADDRESS:																					
<b>INSURED</b> Michael Baker International, Inc. Formerly Pacific Municipal Consultants (PMC) 2729 Prospect Park Drive, Suite 220 Rancho Cordova CA 95670 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td>National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER D:</td><td>Lloyd's Syndicate No. 2623</td><td>AA1128623</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Liberty Mutual Fire Ins Co	23035	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:	National Union Fire Ins Co of Pittsburgh	19445	INSURER D:	Lloyd's Syndicate No. 2623	AA1128623	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: 570059625641

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. Limits shown are as requested

INSURER	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LET		INSUR	NOV		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input checked="" type="checkbox"/> LOC. JEOT OTHER:			1B2681004145715	08/30/2015	08/30/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-681-004145-725	08/30/2015	08/30/2016	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE033086983	08/30/2015	08/30/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	N/A	WA768D004145775 AOS WC7681004145785 WI	08/30/2015	08/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary			QC1502675 Professional & Pollution S&R applies per policy terms & conditions	08/31/2015	08/31/2016	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Projects as on file with the insured including but not limited to Permit Application Review Svcs RFQ 10382. County of Monterey, its officers, agents and employees are named as additional insureds on the general liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

County of Monterey Contracts/Purchasing 168 W. Alisal St., 3rd Fl. Salinas CA 93901-2439 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central Inc.</i>
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Policy Number: TB2681004145715  
 Issued by: Liberty Mutual Fire Insurance Co.

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

### BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

Policy Number TB2681004145715

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
 MOTOR CARRIER COVERAGE PART  
 GARAGE COVERAGE PART  
 TRUCKERS COVERAGE PART  
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Schedule:		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with the Company	Per Schedule on file with the Company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above, at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TB2681004145715

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

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

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

### SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss

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

Policy Number: AS2-681-004145-725

Issued By: Liberty Mutual Fire Insurance Co.

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

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
 MOTOR CARRIER COVERAGE PART  
 GARAGE COVERAGE PART  
 TRUCKERS COVERAGE PART  
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART

Schedule	
Name of Other Person(s)/ Organization(s)	Email Address
Per schedule on file with the Company	Per schedule on file with the Company

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number: AS2-681-004145-725  
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

### NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

#### Schedule

Name of Other Person(s) / Organization(s)	Email Address or mailing address	Number Days Notice
Person(s) on file with the company		30

All other terms and conditions of this policy remain unchanged.

Issued by: Liberty Insurance Corporation 21814

For Attachment to Policy No: WA768D004145775

Premium \$

Issued to: Michael Baker Corporation

WMA 00 18 06 11  
Ed: 06/01/2011

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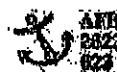
Page 1 of 1

**LIMITED AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed as follows:

- (1) Underwriters authorize Aon the "Certificate Issuer" to issue Certificates of Insurance at the request or direction of the Assured. It is expressly understood and agreed that, subject to Paragraph (2) below, any Certificate of Insurance so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any Certificate of Insurance on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.
- (2) Notwithstanding Paragraph (1) above, such Certificates of Insurance as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a Material Change to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or Material Change to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a Material Change, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Assured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each Certificate of Insurance (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, and (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a Material Change as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.
- (3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of Certificates of Insurance and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any Certificate of Insurance pursuant to this endorsement.
- (4) As used in this endorsement:
  - (i) Certificate of Insurance means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.
  - (ii) Material Change means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms, clauses and conditions remain unchanged.



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