

**AMENDMENT NO. 5
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THE DON CHAPIN COMPANY, INC.**

THIS AMENDMENT NO. 5 to Standard Agreement No. A-13017 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Don Chapin Company, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-13017 with County on January 13, 2014 (hereinafter, "Agreement") to provide fully operated, fueled, and maintained construction equipment to work sites on an on-call basis (hereinafter, "services") through December 31, 2014 for an amount not to exceed \$50,000; and

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

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

WHEREAS, Agreement was amended by the Parties on December 12, 2016 (hereinafter, "Amendment No. 3", including Exhibit A-3 – Revised Rate Schedule) to extend the term for two (2) additional years through December 31, 2018, to increase the amount by \$100,000 which resulted in a total not to exceed amount of \$250,000, and to replace Exhibit A-2 with Exhibit A-3 to update the Rate Schedule; and

WHEREAS, Agreement was amended by the Parties on December 4, 2017 (hereinafter, "Amendment No. 4", including Exhibit A-4 – Revised Rate Schedule and Exhibit B – Supplemental Rate Schedule) to replace Exhibit A-3 with Exhibit A-4 to update the Rate Schedule, and to add Exhibit B to include pumping equipment rates with no extension of the term or increase in the not to exceed amount; and

WHEREAS, the County has a continued need for on-call services; and

Amendment No. 5 to Standard Agreement No. A-13017
The Don Chapin Company, Inc.
On-Call Operated, Fueled, and Maintained Construction Equipment
RMA – Public Works, Parks and Facilities
Term: January 13, 2014 – December 31, 2019
Not to Exceed: \$250,000

WHEREAS, CONTRACTOR's Revised Rate Schedule (operated construction equipment pricing) expires on December 31, 2018 per its terms and requires an update effective January 1, 2019; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2019 and to update the Rate Schedule with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

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

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-5**, subject to the limitations set forth in this Agreement.

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

The term of this Agreement is from January 13, 2014 to December 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4.01 of Paragraph 4.0, "Scope of Services and Additional Provisions", effective January 1, 2019, to delete "Exhibit A-4, Revised Rate Schedule" and "Exhibit B, Supplemental Rate Schedule" and to add "Exhibit A-5, Revised Rate Schedule".
4. In all places within the Agreement, any reference to "Exhibit A-4, Revised Rate Schedule" and "Exhibit B, Supplemental Rate Schedule" are hereby replaced with "Exhibit A-5, Revised Rate Schedule", effective January 1, 2019.
5. Amend the first sentence of the "**Business Automobile Liability Insurance**" section of Section 9.03, "Insurance Coverage Requirements", under Paragraph 9.0, "Insurance Requirements", to read as follows:

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Amendment No. 5 to Standard Agreement No. A-13017
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Not to Exceed: \$250,000

6. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6.0, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*1097, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd 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 or by emailing to: RMA-Finance-AP-GP@co.monterey.ca.us.

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

Amendment No. 5 to Standard Agreement No. A-13017
The Don Chapin Company, Inc.
On-Call Operated, Fueled, and Maintained Construction Equipment
RMA – Public Works, Parks and Facilities
Term: January 13, 2014 – December 31, 2019
Not to Exceed: \$250,000

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Robert M. Shaw
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

The Don Chapin Company, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

(Print Name and Title)

Date: _____

By: _____

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

Its: _____

(Print Name and Title)

Date: _____

*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.

Amendment No. 5 to Standard Agreement No. A-13017

The Don Chapin Company, Inc.

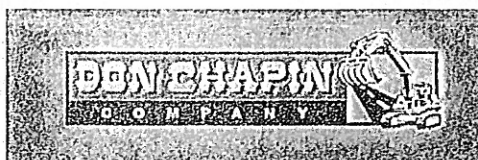
On-Call Operated, Fueled, and Maintained Construction Equipment

RMA – Public Works, Parks and Facilities

Term: January 13, 2014 – December 31, 2019

Not to Exceed: \$250,000

**EXHIBIT A-5 – REVISED RATE SCHEDULE
EFFECTIVE JANUARY 1, 2019**



REVISED 10/15/2018

**RATES FOR COUNTY OF MONTEREY
RATES WILL BE VALID THRU DECEMBER 31, 2019**

CLASSIFICATION	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
FOREMAN	\$128.75	\$1,030.00	\$174.07
LABOR 1	\$87.79	\$702.32	\$115.34
LABOR 2	\$87.43	\$699.41	\$114.82
LABOR 3	\$87.25	\$698.00	\$114.55
OPERATOR 2	\$123.17	\$985.39	\$163.62
OPERATOR 3	\$120.53	\$964.22	\$159.65
OPERATOR 4	\$118.07	\$944.57	\$155.95
OPERATOR 5	\$115.80	\$926.42	\$152.54
OPERATOR 6	\$113.44	\$907.52	\$149.00
OPERATOR 7	\$111.40	\$891.22	\$145.95
OPERATOR 8	\$109.36	\$874.91	\$142.88
TEAMSTER 1	\$95.47	\$763.78	\$123.80
TEAMSTER 2	\$96.01	\$768.10	\$124.59
TEAMSTER 3	\$96.55	\$772.42	\$125.40
TEAMSTER 4	\$97.17	\$777.38	\$126.33

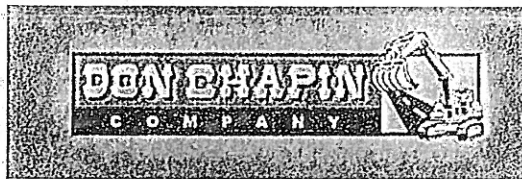
YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$38	\$305	\$38
2000	FORD	F-350 PICKUP	\$46	\$365	\$46
2000	INT'L	TRAFFIC TRUCK	\$62	\$494	\$62
1996	ZIEMAN	TILT TRAILER	\$22	\$178	\$22
1999	INT'L	FLAT RACK	\$49	\$395	\$49
2016	PETERBUILT	ROLL-BACK	\$82	\$655	\$82
1991	INT'L	BOBTAIL	\$72	\$577	\$72
1990	LEROI	COMPRESSOR	\$47	\$373	\$47
2015	PRECISION	CMS BOARD	\$37	\$297	\$37
2002	WANCO	ARROW BOARD	\$35	\$280	\$35
2007	MAGNUM	LIGHT TOWER	\$16	\$127	\$16
2015	D-W	VAC TRAILER	\$48	\$382	\$48
	DIAMOND	OIL POT	\$47	\$373	\$47

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

5 AXLE COZAD TRANSPORT TRUCK	\$150 (2 HR MIN)	\$1,200	\$180 (2HR MIN)
10 YD	\$177	\$1,416	\$207
TRANSFER	\$177	\$1,416	\$207
BOTTOM DUMP	\$177	\$1,416	\$207
END DUMP	\$177	\$1,416	\$207

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

**EXHIBIT A-5 – REVISED RATE SCHEDULE
EFFECTIVE JANUARY 1, 2019**



REVISED 10/15/2018

**RATES FOR COUNTY OF MONTEREY
RATES WILL BE VALID THRU DECEMBER 31, 2019**

YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2001	CAT	D5C DOZER	\$200	\$1,598	\$238
1997	CAT	D6R DOZER	\$251	\$2,005	\$288
1998	CAT	D7R DOZER	\$281	\$2,250	\$319
1985	CAT	12G BLADE	\$250	\$2,003	\$291
2005	CAT	140H BLADE	\$274	\$2,190	\$314
1998	CAT	14H BLADE	\$298	\$2,385	\$339
2006	JD - AWD	872D BLADE	\$302	\$2,419	\$343
2003	CAT	303CR EXCAVATOR	\$168	\$1,346	\$207
2002	CAT	315CL EXCAVATOR	\$266	\$2,130	\$305
2002	CAT	320C EXCAVATOR	\$284	\$2,270	\$323
2006	CAT	325DL EXCAVATOR	\$308	\$2,465	\$347
2011	CAT	336EL EXCAVATOR	\$359	\$2,872	\$398
1998	CAT	345BL EXCAVATOR	\$388	\$3,101	\$427
2004	CAT	416D BACKHOE	\$189	\$1,515	\$229
2009	CAT	420E BACKHOE	\$189	\$1,515	\$229
1996	CAT	950F LOADER	\$261	\$2,089	\$261
2006	VOLVO	L110E LOADER	\$256	\$2,047	\$294
2004	VOLVO	L120E LOADER	\$277	\$2,217	\$315
2003	GILCREST	*813 PROPAVER	\$380	\$3,037	\$454
2001	CAT	*AP 1000B PAVER	\$508	\$4,063	\$582
2006	DYNAPAC	67" STEEL DRUM	\$234	\$1,869	\$271
1997	HYPAC	RUBBER TIRE ROLLER	\$231	\$1,852	\$269
2007	DYNAPAC	57" STEEL DRUM	\$210	\$1,677	\$248
2006	CAT	CB224E ROLLER	\$206	\$1,644	\$243
2007	PETERBUILT	4K WATER TRUCK	\$176	\$1,404	\$204
2006	INT'L	2K WATER TRUCK	\$161	\$1,285	\$189
2007	WYLIE	WATER WAGON	\$47	\$373	\$47
1999	MILLER	LAB, TRUCK, BERM	\$185	\$1,484	\$213
2007	LAY-MOR	KICK BROOM	\$203	\$1,621	\$236
1999	ELGIN	STREET SWEEPER	\$274	\$2,194	\$313
2012	CAT	SKIDSTEER	\$178	\$1,421	\$213
2014	CASE	LOADER SCRAPER	\$182	\$1,458	\$220
2005	CAT	623 SCRAPER	\$390	\$3,124	\$428
2004	INT'L	**SAW TRUCK & SAW	\$221	\$1,764	\$256

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

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

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

**EXHIBIT A-5 – REVISED RATE SCHEDULE
EFFECTIVE JANUARY 1, 2019**



REVISED 10/15/2018

**RATES FOR COUNTY OF MONTEREY
RATES WILL BE VALID THRU DECEMBER 31, 2019**

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FOREMAN	\$128.75	\$1,030.00	\$174.07
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YEAR	MAKE	MODEL	HOURLY	DAILY (8 HR)	OVERTIME/HOURLY
2000	FORD	F-250 PICKUP	\$38	\$305	\$38
2000	FORD	F-350 PICKUP	\$46	\$365	\$46
1999	INT'L	FLAT RACK	\$49	\$395	\$49

DESCRIPTION	TOTAL HEAD (FT)	GPM	HOURLY
2" TRASH PUMP	90	170	\$21
3" TRASH PUMP	100	338	\$26
4" TRASH PUMP	97	598	\$31
*SUCTION HOSE	10 FT		\$16
*DISCHARGE HOSE	50 FT		\$16

* THE SUCTION HOSE AND DISCHARGE HOSE WILL BE CHARGED PER LENGTH, PER DAY, PER DEPLOYMENT

PRICES INCLUDE FUEL AND MAINTENANCE

LABOR AND TRANSPORTATION IS NOT INCLUDED IN THESE PRICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2018

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

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

PRODUCER LIC #0056172 1-831-724-3841
McSherry & Hudson35 Penny Lane, Suite 6
P. O. Box 2690
Watsonville, CA 95076

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

E-MAIL

ADDRESS:

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ZURICH AMERICAN INS CO

16535

INSURER B: INDIAN HARBOR INS CO

36940

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
THE DON CHAPIN COMPANY INC.

560 CRAZY HORSE CANYON ROAD

SALINAS, CA 93907

COVERAGES

CERTIFICATE NUMBER: 54332677

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	GENERAL LIABILITY	X	X	GLO 9674277-08	10/01/18	10/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	X	X	BAP 9674279-08	10/01/18	10/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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 <input checked="" type="checkbox"/> Contractual						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC 9674280-10	10/01/18	10/01/19	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				
B	Professional Liability			PEC000773818	10/01/18	10/01/19	OCCURRENCE 2,000,000 AGGREGATE 2,000,000

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

RE: ON-CALL CONTRACT

COUNTY OF MONTEREY, ITS AGENTS, OFFICERS AND EMPLOYEES AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE CONTRACTOR'S WORK, INCLUDING ONGOING AND COMPLETED OPERATIONS, AND SHALL FURTHER PROVIDE THE SUCH INSURANCE IS PRIMARY INSURANCE TO ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE COUNTY AND THAT THE INSURANCE OF THE ADDITIONAL INSURED SHALL NOT BE CALLED UPON TO CONTRIBUTE TO A LOSS COVERED BY THE CONTRACTOR'S INSURANCE.

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

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF MONTEREY, RESOURCE MANAGEMENT AGENCY

1441 SCHILLING PLACE, SOUTH 2ND FLOOR

SALINAS, CA 93901

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
10/10/2018

NAME OF INSURED: THE DON CHAPIN COMPANY INC.

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9674277-08	10/01/2018	10/0/2019	10/01/2018	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

560 Crazy Horse Canyon Road, Salinas, CA 93907

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

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

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

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

POLICY NUMBER: **GLO9674277-08**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

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

Blanket Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9674277-08	10/01/2018	10/01/2019	10/01/2018	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
 3. Must be in an electronic format that is acceptable to us; and
 4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4. above.
- B. Our delivery of the electronic notification as described in Paragraph A. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph A. of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs A. and B. of this endorsement.
- D. Our delivery of electronic notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9674279-08	10/01/2018	10/01/2019	10/01/2018	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "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.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the 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.
- (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.

- (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 \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

 - (a) Are the property of an "insured"; and
 - (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply 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 operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 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".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Blanket Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9674279-08	10/01/2018	10/01/2019	10/01/2018	McSherry & Hudson		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Auto Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4, above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;
2. Negate the cancellation; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

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

PART SIX – CONDITIONS**F. Notification To Others Of Cancellation**

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification to each person or organization shown in a Schedule provided to us by you.

Such Schedule:

- a. Must be initially provided to us within 15 days:
After the beginning of the policy period shown in the Declarations; or
After this endorsement has been added to policy;
- b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
- c. Must be in an electronic format that is acceptable to us; and
- d. Must be accurate.

Such Schedule may be updated and provided to us by you during the policy period. Such updated Schedule must comply with Paragraphs **b.**, **c.**, and **d.** above.

2. Our delivery of the electronic notification as described in Paragraph 1. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph 1. of this endorsement will be completed as soon as practicable after the effective date of cancellation to you.
3. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs 1. and 2. of this endorsement.
4. Our delivery of electronic notification described in Paragraphs 1. and 2. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - a. Extend the policy cancellation date;
 - b. Negate the cancellation; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
5. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs 1. and 2. of this endorsement.

All other terms and conditions of this policy remain unchanged.

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

Endorsement Effective: 10/01/2018

Policy No. WC9674280-10

Endorsement No.

Insurance Company: Zurich American Insurance Co.

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

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

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

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

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

Job Description

ALL CA OPERATIONS