

**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 8 to Professional Services Agreement No. A-11432 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Biggs Cardosa Associates, 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 Professional Services Agreement No. A-11432 with County on July 22, 2009 (hereinafter, "Agreement") to provide project management, preliminary engineering and reports, and final design (hereinafter, "services") for the Nacimiento Lake Drive Bridge Replacement Project at San Antonio River, County Bridge No. 449, State Bridge No. 44C-009 (hereinafter, "Project") through December 31, 2010 for an amount not to exceed \$646,270; and

WHEREAS, Agreement was amended by the Parties on December 27, 2010 (hereinafter, "Amendment No. 1") to extend the term for two (2) additional years through December 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 6, 2012 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for nine additional months through September 30, 2013 and to increase the amount by \$168,810 which resulted in a total not to exceed amount of \$815,080; and

WHEREAS, Agreement was amended by the Parties on September 30, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2) to update the task completion status of the schedule and to extend the term for three (3) additional years through September 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on August 18, 2016 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through September 30, 2017, with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 29, 2017 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through September 30, 2018, with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 27, 2018 (hereinafter, "Amendment No. 6") to extend the term for one (1) additional year through September 30, 2019 and to update the indemnification provision with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 27, 2019 (hereinafter, "Amendment No. 7", including Revised Exhibit A-2 – Task Completion Status and Exhibit A-3 – Scope of Services/Payment Provisions) to update the task completion status of the schedule, to extend the term for thirty-nine (39) additional months through December 31, 2022 and to increase the amount by \$629,000 which resulted in a total not to exceed amount of \$1,444,080; and

WHEREAS, due to the California Department of Fish and Wildlife (CDFW) existing "op-law" Agreement that will expire in October 2020, County requires CONTRACTOR to submit a new application to the CDFW for a Streambed Alteration Agreement; and

WHEREAS, due to the Federal Highway Administration (FHWA) and California Department of Transportation (Caltrans) requirement that all newly constructed bridge barrier rails as of October 30, 2019 meet current bridge barrier rail "Manual for Assessing Safety Hardware" (MASH) testing certification, County requires CONTRACTOR to revise Project plans to replace Caltrans Type 80 to Texas Type C411 bridge barrier rails; and

WHEREAS, due to Pacific Gas and Electric Company's (PG&E) updated design requirements (instituted in response to the recent fires in Northern California), County requires CONTRACTOR to revise Project plans to include two (2) underground 6" utility conduits within the bridge box girder bay to accommodate for PG&E electrical lines; and

WHEREAS, advertising for construction of the Project is scheduled for the fall of 2020; and

WHEREAS, CONTRACTOR's hourly rates require an update effective upon the date of final execution of this Amendment No. 8 which is the last date opposite the respective signatures below, as further set out in Exhibit A-4, attached hereto and incorporated herein by reference; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide additional services not included in the original scope of the Agreement and required by the County for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to update the hourly rates and to increase the amount by \$57,800 for a total amount not to exceed \$1,501,880 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. In all places within the Agreement, any reference to Revised Exhibit A-2, Task Completion Status is hereby replaced with Revised Exhibit A-2A, Task Completion Status.

2. Amend the first sentence of 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, Revised A-2A, A-3 and A-4** in conformity with the terms of this Agreement.

3. 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-3, and A-4**, 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 \$1,501,880.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Revised Exhibit A-2, Task Completion Status" and to add "Revised Exhibit A-2A, Task Completion Status" and "Exhibit A-4, Scope of Services/Payment Provisions".

5. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP-GP@co.monterey.ca.us for invoicing, is hereby replaced with RMA-Finance-AP@co.monterey.ca.us.

6. In all places within the Agreement, any reference to County's link at https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf to the Travel and Business Expense Reimbursement Policy, is hereby replaced with <https://www.co.monterey.ca.us/home/showdocument?id=69364>.

7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

8. 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.

9. 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:

Michael R. Derr

Contracts/Purchasing Officer

Date:

9/16/2020

Approved as to Form and Legality
Office of the County Counsel
Leslie J. Girard, County Counsel

By:

Mary Grace Perry

Mary Grace Perry
 Deputy County Counsel

Date:

8/13/2020

Approved as to Fiscal Provisions

By:

Gary Giboney

Auditor/Controller

Date:

8/13/2020

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

By:

Name:

Title:

Date:

CONTRACTOR*

Biggs Cardosa Associates, Inc.

Contractor's Business Name

By:

Mahvash Harms

(Signature of Chair, President or Vice President)

Its:

Mahvash M. Harms, Vice President

(Print Name and Title)

Date:

8/5/2020

By:

Mark A. Cardosa

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

Its:

Mark A. Cardosa, Secretary

(Print Name and Title)

Date:

8/5/2020

*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) managers. 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.

REVISED EXHIBIT A – 2A - TASK COMPLETION STATUS

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT PROJECT
AT SAN ANTONIO RIVER
COUNTY BRIDGE NO. 449, STATE BRIDGE NO. 44C-0009,
PROJECT NO. 2202,
FEDERAL AID PROJECT NO. STPLZ-5944 (040)**

TASK STATUS:

0.	PROJECT MANAGEMENT	Ongoing
0.1	Project Initiation	Complete
0.2	Coordination Meetings	Ongoing
0.3	Design Review Meetings	Design Review Meetings up to 100% review complete. Future design review meetings will be necessary to complete Project Bid Documents for Advertisement
0.4	Permits	
	Permitting for California Department of Fish and Wildlife (CDFW)	Initial Permit Complete New Permit Required*
	Permitting for Army Corps of Engineers (ACOE)	Complete
	Permitting for Regional Water Quality Control Board (RWQCB)	Complete
0.5	Community Meetings	Complete
0.6	Additional Project Management	Ongoing
0.7	Final Design Project Management	Ongoing
0.8	Construction Project Management	Ongoing

PHASE I: PRELIMINARY ENGINEERING AND REPORTS

1.1	DATA COLLECTION	Complete
1.2	GEOTECHNICAL INVESTIGATION	Complete
	Final Foundation Report	Complete
	Log of Test Borings Plan Sheet	Complete
1.3	HAZARDOUS MATERIALS TESTING OF SOIL	Complete
1.4	FIELD SURVEYS AND BASE MAP TOPOGRAPHY	Complete
1.5	UTILITY MAP AND INVESTIGATION	Complete
	Utility Map	Complete
1.6	PRELIMINARY RIGHT-OF-WAY (ROW)	Complete
	ROW Delineation	Complete
	Legal Descriptions and Plats for ROW Purchase	Complete
	ROW Acquisition	Complete
	Easement Legal Description and Exhibits	Complete
	ROW Survey Monumentation	Not Complete
1.7	HYDRAULICS REPORT	Complete
	Design Hydraulic Study Report	Complete
	Location Hydraulic Study	Complete

REVISED EXHIBIT A – 2A - TASK COMPLETION STATUS

1.8	ENVIRONMENTAL DOCUMENTS	Complete
	Task 1: Initial Study (IS)/Mitigated Negative Declaration (MND)	Complete
	IS	Complete
	MND	Complete
	Environmental Impact Report (EIR)	Complete
	Task 2: Cultural Resources/Section 106 Reports	Complete
	2A: Area of Potential Effects (APE) Map	Complete
	2B: Historic Property Survey Report (HPSR)	Complete
	2C: Archaeological Survey Report (ASR)	Complete
	2D: IS Cultural Resources Section	Complete
	Coordination with Monterey County Historical Resources Review Board	Complete
	2E: IS Environmental Check List Question C	Complete
	Task 3: Natural Environmental Study (NES)	Complete
	Background Research	Complete
	Biotic Habitat Survey	Complete
	Wildlife Surveys	Complete
	Wetland Assessment	Complete
	Impact Analysis	Complete
	Task 4: Protocol Level Surveys for Rare Plants	Complete
	Task 5: Protocol Level Surveys for California Red Legged Frog	Complete
	Task 6: Fish Passage Assessment	Complete
	Task 7: Biological Assessment (BA)	Complete
	NEPA Compliance	Complete
	CEQA Compliance	Complete
	Task 8: Permits	Not Complete
	CDFW	Initial Permit Complete New Permit Required*
	ACOE	Complete
	RWQCB	Complete
	Protocol Level Survey for Bald Eagle	Complete
	Task 9: Additional Environmental Services	Complete
1.9	35% SUBMITTAL	Complete
	Preliminary Design and Type Selection	Complete
	35% Plans	Complete
	35% Level Construction Estimate	Complete
	Type Selection Report	Complete

PHASE II: FINAL DESIGN

	CONSTRUCTION DOCUMENTS	
2.1	UNCHECKED DESIGN SUBMITTAL (65% PS&E)	Complete
	65% Road Plans	Complete
	65% Bridge Plans	Complete
	65% Specifications	Complete
	65% Construction Cost Estimate	Complete

REVISED EXHIBIT A – 2A - TASK COMPLETION STATUS

	County Review of 65% PS&E	Complete
	Memorandum: Response to Comments	Complete
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)	Complete
	95% Road Plans	Complete
	95% Bridge Plans	Complete
	95% Specifications	Complete
	95% Construction Cost Estimate	Complete
	County Review of 95% PS&E	Complete
	Quality Assurance Review	Complete
	Memorandum: Response to Comments	Complete
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)	Not Complete
	100% Final Plans (PS&E complete and ready for Advertisement)	Not Complete
	Memorandum: Response to Comments	Complete
	Bid Documents	Not Complete
2.4	SCHEDULE	Ongoing
2.5	ROW ACQUISITION SERVICES	Complete
	Legal Descriptions of areas to be acquired	Complete
	Record of Survey Map to show new ROW	Not Complete
2.6	BIDDING PERIOD SERVICES	Not Complete
2.7	CONSTRUCTION SUPPORT PROPOSAL SUBMITTAL	Not Complete
2.8	ADDITIONAL STRUCTURAL ENGINEERING SERVICES	Not Complete
2.9	ADDITIONAL CIVIL ENGINEERING SERVICES	Not Complete
2.10	ENGINEERING REPORT UPDATES	Not Complete
2.10A	Update Foundation Report and Provide Additional Foundation Design Consultation	Complete
2.10B	Update Bridge Hydraulics Study and Location Hydraulics Study	Complete
2.11	95% PS&E RE-SUBMITTAL (SUPERELEVATION, STANDARDS, DESIGN CODE, ETC.)	Complete
2.11A	Redesign the Superelevation	Complete
2.11B	Recheck Bridge Design	Complete
2.11C	Revise Bridge Barriers	Not Complete
2.11D	Update Elastomeric/Polytetrafluoroethylene (PTFE) Bearings	Complete
2.11E	Permanent Steel Casing	Complete
2.11F	Design for 18" Drain Line into the Stormwater Treatment Plant	Complete
2.11G	Update ROW	Complete
2.11H	2018 Caltrans Standard Specifications and Plans	Complete
2.11I	Update Opinion of Probable Construction Costs	Complete
2.12	FINAL PS&E SUBMITTAL	Complete
2.12A	Preparation of Final Submittal Package	Complete
2.13	MISCELLANEOUS ADDITIONAL SERVICES	Not Complete
2.13A	Independent Quality Control	Complete
2.13B	Coordination and Quality Control Review	Complete

REVISED EXHIBIT A – 2A - TASK COMPLETION STATUS

2.13C	Application for RWCCB Permit	Complete
2.13D	Post-Construction Stormwater Treatment Plant	Complete
2.13E*	Renewal of Application for CDFW Permit	Not Complete
2.13F*	Revise Bridge Barrier Rails	Not Complete
2.13G*	Addition of Utility Conduits for Underground PG&E Electrical Lines	Not Complete

PHASE III: CONSTRUCTION

3.1	CONSTRUCTION SUPPORT	Not Complete
3.2	ASSISTANCE DURING BIDDING	Not Complete
3.3	DESIGN SUPPORT DURING CONSTRUCTION	Not Complete
3.3A	Assistance During Construction	Not Complete
3.4	ADDITIONAL SERVICES	Not Complete

* Additional tasks added to Agreement scope under Amendment No. 8 and as needed for Project compliance.

EXHIBIT A-4 –SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Biggs Cardosa Associates, 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 additional services associated with completion of the Nacimiento Lake Drive Bridge Replacement Project at San Antonio River, County No.449, State Bridge No. 44C-009 (hereinafter, “Project”).

County has been developing the design of the replacement structure for the Project, and has requested that CONTRACTOR perform the following additional services to complete the Final Design of the Project:

- Renewal of California Department of Fish and Wildlife (CDFW) Permit
- Revision of Caltrans Type 80 to Texas Type C411 Bridge Barrier Rails
- Addition of Conduits for PG&E Lines to the Bridge

PHASE 0: PROJECT MANAGEMENT (CONTRACTOR)

Project Management services include the supervision and scheduling of Project staff, review of work prepared by staff and subconsultants, Project coordination and meetings, acting as the client liaison, and monitoring the Project schedule and the budget. These services will be provided for the additional services indicated below.

PHASE II: FINAL DESIGN

TASK 2.13 – MISCELLANEOUS ADDITIONAL SERVICES

Task 2.13E – Renewal of Application for CDFW Permit (CONTRACTOR and David J. Powers & Associates, Inc.)

On behalf of County, CONTRACTOR submitted an application to the CDFW for a Streambed Alteration Agreement for the Project in October 2015. CONTRACTOR worked with CDFW staff in the processing of the application in 2015-16, and CDFW issued an “op-law” permit in March 2016. The “op-law” permit expires in 2020 and cannot be extended. Per CDFW, a new application (with new application fee) needs to be submitted to allow for construction to occur beyond 2020.

CONTRACTOR will prepare and submit a new application to the CDFW for a Streambed Alteration Agreement for the Project. The submittal will utilize the current version of the application form and CONTRACTOR will include any additional documentation required, responses to questions and any revisions needed. CONTRACTOR will coordinate with CDFW staff on the processing of the application and will pay the application fee to the CDFW on behalf of County.

EXHIBIT A-4 –SCOPE OF SERVICES/PAYMENT PROVISIONS

Key Assumptions:

- *Application fee will not exceed \$5,500.*
- *Project design has not changed from that described in the October 2015 application.*
- *CDFW will not require new or updated fieldwork.*
- *CDFW will not require updates to prior-completed environmental studies or CEQA.*
- *The Project's Mitigation & Monitoring Plan (MMP), dated August 4, 2015, prepared by County is acceptable to the CDFW.*

Task 2.13.F – Revise Bridge Barrier Rails (CONTRACTOR and Rajappan & Meyer)

Per Caltrans comments on the 95% Plans, Specifications and Estimate (PS&E) submitted in December 2019, in order to meet current barrier Manual for Assessing Safety Hardware (MASH) testing requirements, the indicated Type 80 bridge barriers need be revised. County has determined, based on discussions with Caltrans, that the Texas Type C411 bridge barrier meets the current MASH testing requirements and is acceptable for the Project. Road and bridge plans, details, design calculations, quantities, estimate and specifications will be updated per the change to the Texas Type C411 bridge barrier. CONTRACTOR will revise bridge barriers as necessary for compliance to meet or exceed the 2019 Federal Highway Administration (FHWA) and Caltrans requirements that requires all bridges built using federal funds to install a bridge barrier rail that has been crash tested and is MASH approved. Type 80 Mod Concrete barrier rail currently specified is not MASH approved and CONTRACTOR shall replace the barrier rail to use the MASH approved Texas T411 bridge railing.

Key Assumptions:

- *Overall roadway and bridge width will not be modified.*

Task 2.13G – Addition of Utility Conduits for Underground PG&E Electrical Lines (CONTRACTOR)

Previously, PG&E had planned to relocate their overhead electrical lines for the Project outside of the roadway and bridge structure. However, in recent discussions between County and PG&E, PG&E indicated that their design requirements have changed due to the recent fires in Northern California. Rather than installing the multiple additional utility poles that would now be required, PG&E would like to underground the overhead electrical lines at the bridge location and run electrical conduits through the box girder bridge structure. Bridge plans and details will be revised to indicate the requested pair of 6-inch conduits and associated cradles, casings, etc. Quantities, estimate and specifications will also be revised to incorporate this change. CONTRACTOR shall add two (2) 6" utility conduits required by PG&E to accommodate the underground PG&E electrical lines and modify bridge design to accommodate this change to enable the placement of two (2) 6" utility conduits into the box girder bay along the east side of the new bridge.

Key Assumptions:

- *Two (2) 6-inch diameter conduits will be provided in the right cell of the box girder structure.*
- *Coordination with PG&E will be provided by County.*

EXHIBIT A-4 –SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall increase the amount of the Agreement by \$57,800 for Phase II: Final Design (\$2,845 for Project Management and \$54,955 for Final Design) for Amendment No. 8 for a total amount not to exceed of \$1,501,880 for the Agreement for the performance of all things necessary for or incidental to the performance of work as set forth in this Exhibit A-4. CONTRACTOR's compensation for services rendered shall be based on the services outlined in Sections A, Scope of Services; and Summary of Budget of this Exhibit A-4.

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/home/showdocument?id=69364>. 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.

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 the Multi-Year Agreement (MYA) number (MYA #3000*4758), the Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

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 should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

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.

EXHIBIT A-4 –SCOPE OF SERVICES/PAYMENT PROVISIONS

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.

B.3 CONTRACTOR'S UPDATED HOURLY RATES

Principal	Engineering Manager	Senior Engineer	Project Engineer	Senior CADD Drafter	Secretarial
\$107.31	\$75.00	\$65.00	\$60.00	\$55.00	\$60.00

SUMMARY OF BUDGET:**PHASE 0: PROJECT MANAGEMENT**

Task 0.7	Project Management (Contractor)	\$ 2,845*
SUBTOTAL – PROJECT MANAGEMENT		\$ 2,845

*To be paid under Phase II: Final Design

PHASE II: FINAL DESIGN

Task 2.13E	Application/Renewal of CDFW Permit (Contractor)	\$ 2,743
	Subconsultant fees (David J. Powers & Associates, Inc.)	\$ 10,650
	Permit Fee	\$ 5,500
Task 2.13F	Revision of Bridge Barriers (Contractor)	\$ 22,253
	Subconsultant fees (Rajappan & Meyer)	\$ 9,600
Task 2.13G	Addition of Utility Conduits (Contractor)	\$ 3,613
	Direct Costs (Contractor)	\$ 596
SUBTOTAL – PHASE II: FINAL DESIGN		\$ 54,955

**See Phase 0.: Project Management, Task 0.7, for additional costs related to Phase II: Final Design

TOTAL	\$57,800
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EXHIBIT A-4 –SCOPE OF SERVICES/PAYMENT PROVISIONS



Estimated Man Hours and Cost for the Nacimiento Lake Drive Bridge (Replace)
Prepared for the County of Monterey - Additional Services Request #5 - Additional Final Design Services

03/25/20 Revised



BIGGS CARDOSA ASSOCIATES									
PRIME CONSULTANT									
TASK	M. Harris Principal	Engineering Manager	Senior Engineer	Project Engineer	Senior CAD Draftsman	Secretarial	Total BCA Hours	Total BCA Dollars without OH and Fee	Total BCA Dollars with OH and Fee
Rate (unloaded)	\$107.31	\$75.00	\$85.00	\$60.00	\$55.00	\$60.00			
PROJECT MANAGEMENT									
Project Administration, Coordination, Management	2	10	0	0	0	0	12	\$955	\$2,446
Project Management and Administration	1	4					5	\$497	
Design Coordination and Quality Assurance	1	6					7	\$557	
							0	\$0	
FINAL DESIGN									
Renewal of CDRW Permit	0	4	6	4	0	0	14	\$930	\$2,743
Coordination Regarding Permit Questions and Quantities		4	6	4			14	\$930	
Revision of Barriers to Texas Type C411	0	11	48	16	48	0	123	\$7,545	\$22,453
Update Design Calculations for Change in Weight		8	40	16	48		20	\$1,720	
Update Project Plans and Details		2	2				96	\$5,840	
Update Specifications		1	2				4	\$280	
Update Opinion of Probable Construction Cost							3	\$205	
Utility Relocation Changes	0	4	9	2	4	0	19	\$1,225	\$3,615
Update Project Plans and Details		2	4		4		10	\$530	
Update Project Specifications		1	2				3	\$205	
Update Quantities			1	2			3	\$185	
Update Opinion of Probable Construction Cost							3	\$205	
TOTAL HOURS									
Subtotal Hours	2	29	63	22	52	0	168		
Total BCA Direct Labor Cost	\$215	\$2,175	\$4,095	\$1,320	\$2,860	\$0		\$10,395	\$31,455
TOTAL HOURS							168		
DIRECT COSTS									\$595
BCA TOTAL DIRECT LABOR AND DIRECT COSTS								\$32,050	\$32,050
A. Biggs Cardosa Associates									
Total BCA Direct Labor Cost								\$10,395	
Overhead (1.6813)								\$17,930	
Project Escalation (4% per year) 0 years								\$0	
A. SUBTOTAL BIGGS CARDOSA ASSOCIATES (\$)								\$28,395	
B. Subconsultants									
RAJAPPAN & MEYER								\$5,800	
BESTOR									
SCHAAP & WHEELER									
DAVID J. POWERS								\$16,150	
PARIKH									
GEOCON									
B. SUBTOTAL SUBCONSULTANTS (\$)								\$25,750	
C. Direct Costs									
Plots								\$400	
Reproduction								\$95	
Delivery Services								\$100	
Miscellaneous									
C. SUBTOTAL DIRECT COSTS (\$)								\$595	
TOTALS									
FIXED FEE (10.0%)								\$28,395	
FEE (0%)								\$0	
TOTAL NOT TO EXCEED =								\$57,800	

1) Includes 0% mark-up on subconsultant services.

EXHIBIT A-4 -SCOPE OF SERVICES/PAYMENT PROVISIONS

**ADDITIONAL SERVICES REQUEST
NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
RAJAPPAN & MEYER**

Employer ID No.: 77-0363612
R&M Project No.: 29007

Work Description: Barrier Revision

FEE ESTIMATE

LABOR:	TITLE:	HOURS:	RATE:	TOTAL:
Bala M. Rajappan	Principal Manager	8.00	\$ 280.00	\$ 2,240.00
Nirmala Mummaneni	Senior Engineer	20.00	\$ 160.00	\$ 3,200.00
Jeyendran S.	Project Engineer	20.00	\$ 140.00	\$ 2,800.00
Sushil Patil	Assistant Project Engineer	0.00	\$ 110.00	\$ -
Abdul Mohammed	CADD Engineer	0.00	\$ 90.00	\$ -
Subha Sakhamuru	Administrative	2.00	\$ 80.00	\$ 160.00
TOTAL HOURS		50.00	TOTAL LABOR	\$ 8,400.00

SUB-CONSULTANTS

\$ -

OTHER DIRECT COSTS

CADD/Computer	100.00	\$ 12.00	\$ 1,200.00
TOTAL ODC'S			\$ 1,200.00

TOTAL FEE ESTIMATE

\$ 9,600.00

EXHIBIT A-4 --SCOPE OF SERVICES/PAYMENT PROVISIONS



Nacimientto Bridge Replacement:
Cost for Additional Services to Re-Apply for CDFW Permit

	Principal		Project Manager		TOTAL
	Hours	Amount	Hours	Amount	
<u>RWQCB Permit:</u>					
Prepare and Resubmit Application	8	\$2,200	12	\$2,280	\$4,480
Respond to Agency Comments/Questions	10	\$2,750	18	\$3,420	\$6,170

Expenses:
 Permit Fee

\$5,500

TOTAL: **\$16,150**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2020

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 have ADDITIONAL INSURED provisions or 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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: certificates@dealeyrenton.com														
INSURED Biggs Cardosa Associates, Inc. 865 The Alameda San Jose CA 95126	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance Co.	37885	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER: 1136019017

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6802H141284	9/1/2020	9/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA4955L513	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	Y	Y	CUP7177Y078	9/1/2020	9/1/2021	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
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	UB4J530244	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <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
A	Professional Liability + Pollution Liability			DPR9956790	3/1/2020	3/1/2021	Per Claim \$5,000,000 Annual Aggregate \$9,000,000

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

Project: Peachtree Road Bridge Replacement & Nacimiento Lake Drive Bridge Replacement.

The County of Monterey, its agents, officers and employees are Additional Insureds to General and Automobile Liability per policy form wording. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording.

CERTIFICATE HOLDER

CANCELLATION 30 Days Notice of Cancellation

County of Monterey Contracts/Purchasing Department 168 West Alisal Street, 2nd Floor Salinas CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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POLICY NUMBER 6802H141284

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 8/20/2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "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 for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

- 1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 8/20/2020

POLICY NUMBER: 6802H141284

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

NAMED INSURED: Biggs Cardosa Associates, Inc.

POLICY NUMBER: 6802H141284

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an 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 that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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.

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 Covered Autos 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 Covered Autos 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 Covered Autos 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 Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law 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.
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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 Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos 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 – COVERED AUTOS 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 Covered Autos 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.

COMMERCIAL AUTO

- (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 Covered Autos 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.

3. Workers' Compensation

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

COMMERCIAL AUTO

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 exclusion 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

COMMERCIAL AUTO

contract calls for work at more than one site; or

- (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 Covered Autos Liability Coverage shown in the Declarations.

COMMERCIAL AUTO

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from 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 indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates 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

COMMERCIAL AUTO

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 activity, or while practicing for such contest 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 damage 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 following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring 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 covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "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. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

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

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

COMMERCIAL AUTO

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 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 Covered Autos 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 conceals or misrepresents 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 per-

son 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 Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (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 Covered Autos 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.

COMMERCIAL AUTO

- 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.

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 covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that 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".

COMMERCIAL AUTO

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 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; or
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:

COMMERCIAL AUTO

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
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.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB4J530244

**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.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 8/20/2020

Page 1 of 1