RESOLUTION - ACTION REQUESTED 2019-348

MEETING: June 18, 2019

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a Second Amendment with Drake Haglan & Assoc for Eng Services on White Rock Bridge #32

RECOMMENDATION AND JUSTIFICATION:
Approve a Second Amendment with Drake Haglan & Associates for Engineering Services on White Rock Road Over Mariposa Creek Bridge (40C0032) to Increase Compensation by $75,191 for a Total Not-To-Exceed Amount of $431,691; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Phase II scope of work includes checked structural bridge plans, final roadway plans, Special Provisions for construction, Engineer’s Estimate, and design cross sections, in addition to Right of Way plans and coordination.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 11, 2018 Resolution 2018-593 the Board approved the First Amendment to extend the term of the Agreement to December 31, 2022.

On April 18, 2117 Resolution 2017-219 the Board approved and Agreement with Drake Haglan & Associates.

On November 22, 2016 Resolution 2016-611 the Board approved a Program Supplement Agreement with the State of California Department of Transportation BRLO-5940 (127).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, Phase II of this project will not be completed.

FINANCIAL IMPACT:
With approval of this Amendment there would be no Financial Impact to the County as this Project is 100% Reimbursable.

ATTACHMENTS:
Budget Action Wht Rock Rd (PDF)
Drake Haglan 2nd amd 40C0032 (PDF)
Drake Haglan 1st amd 40C0032 (PDF)
Drake Haglan 17-022 40C0032 (PDF)
Resolution - Action Requested 2019-348

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK BRIDGE (40C0032)

THIS SECOND AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FOR WHITE ROCK BRIDGE (40C0032) is made and entered into this 13th day of June, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County,” and Drake Haglan Associates, hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated April 18, 2017, wherein Contractor agreed to provide engineering services; and

WHEREAS, County and Contractor entered into a First Amendment dated December 11, 2018 to extend the term of the Agreement to December 31, 2022.

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 4.01, “COMPENSATION”, is hereby amended to provide that an additional Seventy Five Thousand One Hundred Ninety One Dollars ($75,191) will be added to the original amount of Three Hundred Fifty Six Thousand Five Hundred Dollars ($356,500), making the total compensation paid to Contractor the not to exceed amount of Four Hundred Thirty One Thousand Six Hundred Ninety One ($431,691.).

2. Except as herein amended, the agreement dated April 18, 2017 together with the First Amendment dated December 11, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPosa:

Miles Menetrey, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 7/11/18
Scope of Services — Phase 2

Phase II: Final Design

Task 9: Final Plans and Special Provisions

Task 9.4: Final PS&E Submittal

Design comments on the 95% PS&E will be incorporated into the Final Plans, Special Provisions, and Estimate, as appropriate.

The final PS&E will include the following items:

- Checked Structural Bridge Plans
- Final Roadway Plans
- Special Provisions for Construction
- Engineer’s Estimate
- Design Cross Sections
- Resident Engineer’s Pending Files

The final drawings, special provisions, and estimates will be prepared in accordance with Caltrans’ Local Programs Manual and presented to Mariposa County at the completion of the design phase of the project. All documents will be stamped and signed by a licensed civil or structural engineer registered in California.

Task 9.4 Deliverables:

- One set of full size (22x34) Plans signed and stamped on Mylar
- One set of half size (11x17) Plans signed and stamped on Mylar
- One camera-ready set of Special Provisions, including Mariposa County’s Boiler Plate as provided by the County
- One set of Quantity Calculations (PDF and hard copies)
- One set of Signed and Stamped Bridge Structural Calculations (PDF and hard copies)
- One set of Signed and Stamped Bridge Independent Check Calculations (PDF and hard copies)
- Compact Disk containing electronic files of the signed contract plans (Half and full size PDF files), special provisions (Microsoft Word), and estimate (Microsoft Excel)
- "Red lined" set of plans with County review comments on the 95% submittal

Task 10: Right of Way Services

Task 10.1: Right of Way Mapping Services

DHA will prepare a Right of Way Constraints Map based on the identified right of way requirements for the project. The Right of Way Constraints Map will show all existing right of way, easements, land dedications, and property acquisitions required. It appears there will be two large private properties adjacent to the White Rock Road Bridge site based on Mariposa County’s published Road Atlas. Permanent right of way dedications and/or construction easements will most likely be needed from each property dependent on the road alignment and bridge type selected for the project.
EO&A will prepare appropriate right-of-way and easement legal descriptions and exhibits for each of the two parcels; four total sets of legal descriptions and plat maps. As part of this effort EO&A will:

- Prepare legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- Specify existing and proposed right of way, land dedications, and easement agreements.
- Verify property lines.
- Prepare final right-of-way maps and legal descriptions for acquisition of all necessary parcels and easements.

EO&A is also available to prepare and file a Record of Survey for the new right of way required at the completion of the project. EO&A can also set monumentation for the new right of way as shown on the Record of Survey. These services, however, are beyond the scope of this project. Should Mariposa County want these services, EO&A can provide a separate scope of work and fee proposal.

**Task 10.1 Deliverables:**

- Plat Maps and Legal Descriptions for Right of Way takes (PDF and hard copies)
- Plat Maps and Legal Descriptions for Temporary Construction Easements (PDF and hard copies)

**Task 10.2: Appraisal and Acquisition Services**

As a subconsultant to DHA, Overland Pacific & Cutler (OPC) will provide preliminary right of way cost estimates and Caltrans Right of Way Data Sheets. OPC will then provide the necessary right of way appraisal and acquisition services to acquire the right of way interests necessary to accommodate project improvements and construction activities.

For the purpose of this scope of work, OPC assumes that minimally invasive partial acquisitions and temporary construction easements will be required from each of the two parcels adjacent to the existing bridge. OPC assumes that there will be no damages to any adjacent structures or a need for occupant displacement. If such relocation services are needed, a separate scope of work and fee proposal will be provided.

A clear understanding of all proposed impacts will be achieved during the environmental studies. OPC’s right of way analysts will review preliminary design plans, estimate acquisition costs, and assess the reasonableness of all proposed right of way impacts. This information will be used to complete the Caltrans Right of Way Data Sheet, as required by the Caltrans Right of Way Manual. Following approval, full right of way program implementation will take place.

**Task 10.2.1: Preliminary Cost Estimates/Caltrans Right of Way Data Sheets**

OPC will perform the services necessary to complete a preliminary right of way cost estimate, as well as Caltrans Right of Way Data Sheets as required by the Caltrans Right of Way Manual.

Specifically OPC will:

- Take an inventory of the affected properties.
- Secure preliminary parcel information from online database sources and investigate current ownerships.
- Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
Visually inspect each property (aerial & street-level views) noting effects of proposed acquisitions.
Sort each property into product types to determine the set of real estate data to be researched and create
valuation data sets for each product type.
Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary
easement interests, including (for partial acquisitions) damages to the remaining parcel, using created data
sets from various real estate value databases.
Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-
residential occupant located on each property.
Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each
operating business.
Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each
cleared site.
Prepare an estimate of the total services and incidental costs associated with each real estate acquisition
program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
Prepare the latest Caltrans Right of Way Data Sheet according to the Caltrans Right of Way Manual.
Provide QA/QC of final work product, submit to client and other project team members and respond to
inquiries.

Task 10.2.2: Right of Way Appraisal and Acquisition Services

OPC will perform the following tasks:

Program and Project Management Services

Prepare a comprehensive project planning worksheet designed to ensure all project elements are considered
and the work plan and County’s policies are clearly understood.

Provide comprehensive initial project planning, including policy and budget analysis, and participate in
informational meetings with the public and official representatives.

Track and manage all budgetary-related aspects of the project associated with OPC’s Scope of Work.

Assist with the development of administrative policies, procedures, and forms necessary to carry out the initial
program.

Provide ongoing general consultation and project coordination with the County, social service agencies,
governmental entities, and project team members.

Represent the County at public meetings and hearings.

Prepare tracking reports that monitor the completion of project milestones of the various disciplines involved
on the project.

Prepare and present monthly status reports based on the agreed-upon guidelines on information to be
provided.

Coordinate with federal and state oversight agencies as applicable.

Subcontract and manage any necessary disciplines needed for these services.

Title Investigation Services — Preliminary Title Reports

Secure vesting deeds, property profile, and tax map for each property.
Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is a change in ownership.

Secure copies of recorded back-up documents as needed.

Share preliminary title information with the right of way engineer, surveyor, and real estate appraisers for their use on the project.

Prepare list of title exceptions to be cleared and confirm manner of disposition is consistent with approved project plan.

Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisitions.

**Appraisal Services – Fee and Review Appraisals**

Mail a notification letter and acquisition policies brochure to each property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.

Review title information pertaining to respective ownerships and review drawings and other pertinent information relative to each parcel.

Inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.

Perform market research to support the selected appraisal methodologies and document and confirm comparable sales information.

Prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.

Upon completion of the fee appraisal, conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.

Receive and analyze the completed appraisal reports and reconcile the real estate and fixtures and equipment conclusions as necessary.

**Acquisition Services – Fee Owner Negotiations**

Establish and maintain complete and current ownership files in a form acceptable to the County.

Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.

Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of the County.

Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.

Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to the County for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to $5,000) with the County.
Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer unless an impasse is reached sooner.

Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.

Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.

Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.

Transmit executed acquisition documents to the County. Each transmittal package will include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

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**Title/Escrow Coordination**

If by Negotiated Settlement: Assist the escrow/title company in the following:

- Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- Provide escrow officer with fully executed acquisition contract and notarized deed.
- Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
- Assist escrow to secure full or partial re-conveyance or subordination instruments from lien holders of record.
- Review settlement statement for accuracy.
- Coordinate deposit of acquisition price and estimated closing costs with escrow.
- After the closing, review the title insurance policy for accuracy.
- Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate. If Settlement by Eminent Domain: Assist eminent domain counsel with the following:
- Prepare a letter for the County signature to eminent domain counsel, requesting proceeding to condemnation.
- Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
- Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
- Convert preliminary title reports to litigation guarantees for eminent domain counsel's use. Title company fees (based on the value of the interest required) are additional.

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**Caltrans Right of Way Certification Oversight**

Attend certification planning meeting with the County's Right of Way Local Assistance Coordinator and Project Team.
If applicable, acquire and include relocation activities as required for completion of certification form including utility notices and hi-low risk utility sheets as provided by the project's utility coordination team and engineers for Right of Way Local Assistance Coordinator review.

Verify that all interests necessary for the project have been secured. Prepare certification forms, in coordination with the engineer and the County, to include the compilation of all necessary back-up documents required including deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.

Attend and coordinate pre and post-audit submittal meetings.

**Task 11: Regulatory Agency Permitting**

The proposed project may affect wetlands or other jurisdictional/navigable waters in Mariposa Creek that may be under the jurisdiction of the ACOE, RWQCB, and/or CDFW. Impacts to jurisdictional waters may require permits from the regulatory agencies, as described below.

**Task 11.1: Nationwide Permit Verification (Clean Water Act, Section 404)**

The proposed project may result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the ACOE. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). The DHA environmental team will prepare a Preconstruction Notification (PCN) to submit to the ACOE requesting verification that the project can be authorized using the specified NWP(s). The DHA environmental team will also submit a Preliminary Jurisdictional Delineation (as discussed above) and request concurrence by the ACOE.

**Task 11.2: Water Quality Certification (Clean Water Act, Section 401)**

A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that the project is consistent with water quality goals and objectives. The DHA environmental team will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the County-amount to be determined).

**Task 11.3: Streambed Alteration Agreement (Fish and Game Code, Section 1602)**

The proposed project may require notification of proposed streambed alteration to the CDFW if the project will have an effect on waters in Mariposa Creek. The DHA environmental team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the County-amount to be determined).

**Task 12: Construction Bid Assistance**

DHA will assist Mariposa County during the pre-bid opening. If requested, we will suggest any pre-qualification criteria for the construction bidder. In addition, DHA will prepare required addenda to be distributed to the bidders, and answer technical questions relative to the plans, special provisions, and quantity estimates. A maximum of 40 hours has been allocated to this task. Additional hours can be provided by DHA on a time and materials basis.
February 8, 2018

Mr. Gary Brown, P.E.
County Engineer
Mariposa County, Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

SUBJECT: White Rock Road Bridge – Phase 2 Authorization
Amendment No. 2

Dear Mr. Brown:

Drake Haglan and Associates (DHA) is submitting an amendment request to authorize the Phase 2 portion of the project. Due to original limited PE funds, the full scope of this project had to be broken down into two phases as shown below:

**Phase 1:**

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In December or 2017, DHA assisted Mariposa County with the HBRRP Scope / Cost / Schedule Change Request document package for submittal to Caltrans requesting the additional PE funds needed to complete this project. Based on the August 20, 2019 FTIP document, Mariposa County now has the total $475,000 PE obligated for this project which accommodates the County's ability to authorize the Phase 2 portion of this project. As such, DHA is respectfully requesting Mariposa County to provide DHA authorization for Phase 2 and increase our contract amount to accommodate the fee needed to provide the engineering services for Tasks 9B through 12 as shown above.
A detailed scope of service and fee spreadsheet for the Phase 2 work is attached for your review and approval. The fee needed to cover the engineering services associated with the Phase 2 project tasks is $75,191.

Once you have reviewed our amendment request, if you should have any questions or would like further clarification of our request, please call me at your convenience.

Sincerely,

[Signature]

Mike Pugh, P.E. S.E.
Project Manager
Drake Haglan & Associates
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE MAY BE ISSUED OR MAY PERMIT THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PRODUCER
Dealey, Renton & Associates
Attn: David C. Eckman
P.O. Box 12675
Oakland CA 94604-2675

INSURED
Drake, Haglan & Associates, Inc.
11060 White Rock Road, #200
Rancho Cordova CA 95670

CONTACT
Doris A. Chambers
PHONE: 510-465-3090
FAX: 510-452-2193
ADDRESS: drchambers@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Associated Indemnity Corp.
21865
INSURER B: American Automobile Ins. Co.
21849
INSURER C: XL Specialty Insurance Co.
37885

COVERAGES

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

REF: Drake Haglan 17-022 brd #32. White Rock over Mariposa Creek Bridge #32 Mariposa Co. GENERAL LIABILITY/AUTOMOBILE LIABILITY/EXCESS UMBRELLA LIABILITY ADDITIONAL INSURED: County of Mariposa, its officers, officials, employees, and volunteers. Commercial General Liability is primary and non-contributory and include severability of interests per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Cancellation provisions are solely as shown on this certificate. Cancellation: 30 Day/10 Day for Non-Payment of Premium.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
FleetCover® Endorsement - CA 70 18 10 14
Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

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

A.  Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

(1) There is no other similar insurance available to that organization; and

(2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and

(3) The organization is incorporated or organized under the laws of the United States of America.

However:

(a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

(b) Coverage under this provision does not apply to bodily injury or property damage that results from an accident that occurred before you acquired or formed the organization; and

(c) No person or organization is an insured with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and

(d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B.  Broadened Who Is an Insured

1.  Form CA0001 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

   d. Your employee while using with your permission his owned auto, or an auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy.
2. Form CA0020 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

   f. Your employee or agent while using with your permission his owned private passenger type auto, or a private passenger type auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added as item g.; and form CA0020 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

   Any person or organization with respect to the operation, maintenance, or use, of a covered auto, provided that you and such person or organization have agreed under an expressed provision in a written insured contract or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an insured.

   However, such person or organization is an insured:

   (1) Only with respect to the operation, maintenance, or use, of a covered auto; and

   (2) Only for bodily injury or property damage caused by an accident which takes place after:

      (a) You executed the insured contract or written agreement; or

      (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

   a. Written insured contract or written agreement executed prior to the accident; or

   b. Written permit issued to you by a governmental or public authority prior to the accident;

   we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered auto.

D. Auto Medical Payments - Increased Limit

For each covered auto described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those autos is revised to the greater of:

1. $5,000; or

2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered autos, the following applies:
Any auto that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such auto:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered autos;

2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered auto, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and

3. The most we will pay for any one loss in any one accident is the lesser of the following:
   a. Actual Cash Value of the damaged or stolen property as of the time of the loss as determined by us; or
   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of $500.

However:

(1) If form CA0001 is attached to this policy, this coverage does not apply to autos 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; and

(2) If form CA0020 is attached to this policy, this coverage does not apply to any private passenger type auto you lease, hire, rent or borrow from any member of your household, any of your employees, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

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

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered auto;
   (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss 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 $1,000.

F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:
(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 180 days or less,

2. Form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(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 180 days or less,

G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one loss is $1,500, if, at the time of loss, such electronic equipment is:

H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), Section III- Physical Damage Coverage, A. Coverage; and form CA0020 (if attached to this policy), Section IV- Physical Damage Coverage, A. Coverage; the following is added:

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 your property, or that of a family member; and

b. Are in a covered auto at the time of a loss.

The most we will pay for loss is $250. No deductible applies to this coverage.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to $500 for loss for clothing items or other personal effects that are owned by an insured and are in a covered auto in the event of a covered loss.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.
J. Airbag Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. Rental Reimbursement

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered auto described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement auto and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered auto. No deductible applies to this coverage.

However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

   (a) The number of days reasonably required to repair or replace the covered auto. If loss is caused by theft, this number of days is added to the number of days it takes to locate and return the covered auto to you; or

   (b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

   (a) Necessary and actual expenses incurred by you; or

   (b) $1,500.

(4) This coverage does not apply while there are spare or reserve autos available to you for your operations.

(5) If loss results from the total theft of a covered private passenger type auto (if CA0020 is attached to this policy), or a covered private passenger auto (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 2.

   Towing, is deleted and replaced by the following:
2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is of the private passenger type, no deductible applies; and

c. If the covered auto is not of the private passenger type, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is of the private passenger type, no deductible applies; and

 c. If the covered auto is not of the private passenger type, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered auto is not of the private passenger type and the disablement results from a loss covered under Section IV - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered auto including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to $2,500 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 substantiated loss of earnings up to $500 a day, because of time off from work.

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

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

a. In the event of accident, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:

   (1) You, if you are an individual;

   (2) Your partner or member, if you are a partnership or joint venture;

   (3) Your member, if you are a limited liability company;

   (4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

   (5) Your authorized representative or insurance manager.

Knowledge of an accident, claim, suit or loss by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

   (a) How, when and where the accident or loss occurred; and

   (b) The insured’s name and address; and

   (c) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the bodily injury results from the use of a covered auto you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.
In some cases the coverage provided here may not be recognized by the Mexican authorities and we may not be allowed to implement this coverage at all in Mexico. You should consider purchasing auto coverage from a licensed Mexican insurance company before driving in Mexico.

This endorsement does not apply to accidents or losses which occur outside of 25 miles from the border of the United States of America.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

(i) For accidents or losses occurring within 25 miles of the United States border; and

(ii) For trips into Mexico of 10 days or less; and

(iii) If the covered auto is principally garaged and principally used in the United States; and

(iv) If the insured is a resident of the United States.

If a loss to a covered auto occurs in Mexico, we pay for such loss in the United States. If the covered auto must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such loss as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. Extended Glass Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, item 3.a.; is deleted and replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be $100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), Section V - Definitions, item C.; and form CA0020 (if attached to this policy), Section VI - Definitions, item C.; is replaced by the following:

C. 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. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance; item 4. is added as follows:

4. If your covered owned auto is:

   (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and

   (2) Shown in this policy as having a loss payee or additional insured-lessee; and
(3) Incurs a covered total loss;

we will pay the greater of:

(a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or

(b) The outstanding indebtedness under the initial finance agreement for the covered auto and its equipment.

As used here, outstanding indebtedness means the amount you owe on the finance agreement at the time of total loss:

(i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and

(ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and

(iii) Less security deposits not returned by the lessor; and

(iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

1. Section III - Physical Damage Coverage D. Deductible, of form CA0001 (if attached to this policy), the following is added:

If another Fireman’s Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

(1) If the deductible under this Business Auto Coverage Form is the lesser (or least) deductible, it will be waived.

(2) If the deductible under this Business Auto Coverage Form is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. Section IV - Physical Damage Coverage, D. Deductible of form CA0020 (if attached to this policy), the following is added:

If another Fireman’s Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same accident or loss, the following applies:

(1) If the deductible under this Motor Carrier Coverage Form is the lesser (or least) deductible, it will be waived.

(2) If the deductible under this Motor Carrier Coverage Form is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.
ABC MultiCover - AB 91 89 08 07

This endorsement modifies insurance provided under the following:

American Business Coverage

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

   Unless Personal Injury or Advertising Injury is excluded from this policy:

   A. Section III - Definitions, Item 17. Personal Injury is amended to include:

      f. Discrimination

   B. Section III - Definitions, Item 2. Advertising Injury is amended to include:

      e. Discrimination

   C. Section III - Definitions is amended to include:

      30. Discrimination means the unlawful treatment of individuals based on race, color, ethnic origin, gender, religion, age, or sexual preference.

   D. Section II - Liability Coverage, Part H. Exclusions, Item 1.p Personal Injury or Advertising Injury is amended to include:

      (11) Arising out of discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

      (12) Arising out of discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging, or premises by or at the direction of any insured; or

      (13) Arising out of discrimination if insurance thereof is prohibited by law; or

      (14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of discrimination.

2. Blanket Additional Insured

   Section II - Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

   f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:

      (1) Coverage is limited to their liability arising out of:

         (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or

         (b) your ongoing operations performed for that insured; or

         (c) that insured's financial control of you; or

         (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President
(e) a state or political subdivision permit issued to you.

(2) Coverage does not apply to any occurrence or offense:

(a) which took place before the execution of, or subsequent to the completion or expiration of, the written insured contract, or

(b) which takes place after you cease to be a tenant in that premises.

(3) With respect to architects, engineers, or surveyors, coverage does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the rendering or the failure to render any professional services by or for you including:

(a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. Blanket Additional Insured for Vendors

Unless the Products-Completed Operations Hazard is excluded from this policy, Section II - Liability Coverage, Part I. Who Is an Insured, Item 2. is amended to include:

(g. Any vendor but only with respect to Bodily Injury or Property Damage arising out of your products which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. Bodily Injury or Property Damage for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then re-packaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.
4. Blanket Waiver of Subrogation

Section II - Liability Coverage, Part K, Liability and Medical Payments General Conditions, is amended to include:

6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

5. Broadened Named Insured

Section II - Liability Coverage, Part I, Who Is An Insured, Item 4, is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:

(a) you have the responsibility of placing insurance for each such entity; and

(b) coverage for the entity is not otherwise more specifically provided; and

(c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

(a) Coverage under this provision is afforded only until the end of the policy period, or the 12 month anniversary of the policy inception date, whichever is earlier;

(b) Coverage C does not apply to bodily injury or property damage that occurred before you acquired or formed the organization;

(c) Coverage C does not apply to personal injury or advertising injury arising out of an offense committed before you acquired or formed the organization.

6. Medical Payments

Unless Coverage D, Medical Payments is excluded from this policy:

A. Section II - Liability Coverage, Part H, Exclusions, Item 2(f) is replaced with:

f. Included within the products-completed operations hazard. However, this exclusion does not apply to expenses for dental services.

B. Section II - Liability Coverage, Part G, Coverage, Item 2., is amended to include:

C. Coverage D, Medical Payments is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. Tenant’s Legal Liability

A. Section III - Liability Coverage, Part J, Liability and Medical Payments Limits of Insurance, Item 3, is replaced with:

3. The most we will pay under Coverage C - Liability for damages because of property damage to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner:

(a) arising out of any Covered Cause of Loss shall be the greater of:

(1) $1,000,000; or

(2) The Tenant’s Legal Liability limit shown in the Declarations.

8. Chartered Aircraft

Section II - Liability Coverage, Coverage C, Part H, Exclusions, Item 1(g) is amended to include:

(5) An aircraft in which you have no ownership interest and that you have chartered with crew.
9. Coverage Territory Broadened

Section III - Definitions, Item 5.a. is replaced with:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

10. Broadened Advertising Injury

Unless Advertising Injury is excluded from this policy:

A. Section III - Definitions, Item 2. is replaced with:

2. Advertising Injury means injury arising out of one or more of the following offenses:

a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of trademark, copyright, title or slogan.

B. Section II - Liability Coverage, Coverage C, Part H. Exclusions, Items 1.p.(1) and (2) are replaced with:

(1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

11. Broadened Personal Injury

Unless Personal Injury is excluded from this policy, Section III - Property, Liability and Medical Payments Definitions, Items 17.b., d. and e. are replaced with:

b. Malicious prosecution or abuse of process;

d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

12. Broadened Personal or Advertising Injury

Unless Personal Injury or Advertising Injury is excluded from this policy, Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.p.(4) Exclusions is deleted in its entirety.

13. Fellow Employees Coverage

Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.a.(1) is amended as follows:

(1) Personal Injury to you or to a co-employee while in the course of his or her employment, or the spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of such Personal Injury, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

14. Mental Anguish Is Included in Bodily Injury

Section III - Definitions, Item 4. is replaced with:

4. Bodily injury means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. Unintentional Failure to Disclose Hazards

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:
6. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

16. Supplementary Payments, Increase Limits

Section II - Liability Coverage, Part G. Coverage, Items 1.e. (2) and (4) are replaced with:

(2) The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to $500 a day because of time off work.

17. Per Location Aggregate

A. Section II - Liability Coverage, Part J. Limits of Insurance, Item 4. is amended to include:

The Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

B. Section III - Property, Liability and Medical Payments Definitions, is amended to include:

31. Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of railroad.

18. Amended Duties in the Event of an Occurrence, Offense Claim or Suit

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, Items 2.a. and b. are replaced with:

a. In the event of an occurrence, offense, claim, or suit, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or legal representatives are aware of the General Liability occurrence, offense, claim, or suit. Knowledge of an occurrence, offense, claim, or suit by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the occurrence or offense took place;

(2) The names, addresses, and telephone numbers of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the occurrence, offense, claim, or suit.

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2. is replaced with:

2. Coverage C - Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance, or;

b. Except for the circumstance described in 2.a., above, the insurance provided under this policy is excess over any other liability insurance available to any insured whether such other insurance is written as primary, excess, contingent or any other basis. An exception applies when any insured specifically has purchased excess insurance to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part for Coverage C.
20. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage

The policy applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lesser of the actual cash value of the damaged automobile as of the time of the loss; or the cost of repairing or replacing the damaged automobile with another automobile of like kind and quality; subject to a limit of $25,000 in any one policy period; and
5. This coverage is not subject to the General Liability General Aggregate Limit.

21. Expected or Intended Injury - Amendment to Exclusion

SECTION 1. - 2. EXCLUSIONS  a. Expected or Intended Injury, is replaced by the following:

a. 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.

All other terms and conditions of the policy apply.
EXCERPTS FROM: Fireman’s Fund ABC MULTICOVER – AB 91 89 08 07

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**
   Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:
   f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
      (1) Coverage is limited to their liability arising out of:
          (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
          (b) your ongoing operations performed for that insured; or
          (c) that insured's financial control of you; or
          (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**
   Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:
   6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
      b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:
   2. Coverage C – Liability
      If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:
      a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured’s liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: PROPERTY/LIABILITY POLICY -- AB 90 00 12 93

II. K. 5. Separation of Insureds
   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
   a. As if each Named Insured were the only Named Insured; and
   b. Separately to each insured against whom claim is made or suit is brought.
Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93
Policy Amendment  Section II

Insured: Drake, Haglan & Associates, Inc.  
Policy Number: AZC80923931
Producer: Dealey, Renton & Associates  
Effective Date: 10/23/2018
Attn: David C. Eckman  
P. O. Box 12675
Oakland CA 94604-2675

Schedule

Name of Person(s) or Organization(s)
REF: Drake Haglan 17-022 brdg #32. White Rock over Mariposa Creek Bridge #32_Mariposa Co. County of Mariposa, its officers, officials, employees and volunteers.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your work for that insured by or for you.

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the Fireman's Fund Insurance Companies as named in the policy

[Signatures]
Secretary  
President

AB9067 12-93
Contains Copyrighted Material of Insurance Services Office, Inc. 1984
Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Drake, Haglan & Associates, Inc.                                           
Producer: Dealey, Renton & Associates

Policy Number SCW0046431801
Effective Date 10/23/2018

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Schedule

**Person or Organization**
County of Mariposa
4639 Ben Hur Road
Mariposa CA 95338

**Job Description**
REF: Drake Haglan 17-022 brdg #32. White Rock
over Mariposa Creek Bridge #32_Mariposa Co.
County of Mariposa, its officers, officials,
employees and volunteers.

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**Additional Premium %**

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

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Authorized Representative

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WC040306