RESOLUTION - ACTION REQUESTED 2021-192

MEETING: April 13, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with GPA Consulting for Environmental Support Services for the Darrah Rd Bridge

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with GPA Consulting for Environmental Support Services for the Darrah Rd Bridge in the Amount Not to Exceed $199,976; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The scope of services for this agreement includes maintaining the environmental commitment record, pre construction surveys, a fish removal and rescue plan, nesting bird exclusion plan, worker awareness training, fish rescue, biological monitoring and reporting, archeological monitoring, and a revegetation plan.

Staff obtained a California Dept of Fish and Wildlife (CDFW) Streambed Alteration Agreement (Fish and Game Code 1602), a USACE Nationwide Permit (Clean Water Act 404), and a Central Valley Regional Water Quality Control Board Permit (Clean Water Act 401). These permits include multiple mitigation and reporting requirements that must be performed by qualified environmental planners, biologists, and archeologist's during construction. In addition to the Regulatory Permits, there are mitigation requirements included in the Categorical Exclusion(CE) with technical studies that must be adhered to and reported.

An Request For Qualifications (RFQ) for Environmental Support for the Darrah Road Bridge Project was advertised on October 7, 2020 and five proposals were received on November 6, 2020. GPA Consulting specializes in transportation-related projects and has extensive familiarity with the permits. The selection was made by a review panel of public works staff according to Federal/State Procurement Law.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 2, 2021, Resolution 2021-106 the Board approved an Agreement with American Paving Co. for the Darrah Road Bridge Reconstruction in the Amount Not to Exceed $5,162,387.50. Construction is anticipated to ramp up in May after the risk of rain diminishes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Resolution - Action Requested 2021-192

Do not approve, the County will be violating multiple State and Federal environmental laws with significant financial penalties.

FINANCIAL IMPACT:
This Project is funded through the FHWA Bridge Program and has a Local Share of 11.47%. The Local Share will be paid using approved SB1 Funding.

ATTACHMENTS:
GPA Consulting 21-025 Darrah Rd Bridge  (PDF)
GPA Cert of Ins   (PDF)

RESULT:  ADOPTED [UNANIMOUS]
MOVER:  Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES:  Smallcombe, Sweeney, Long, Forsythe, Menetrey
AGREEMENT FOR ENVIRONMENTAL SUPPORT SERVICES FOR DARRAH ROAD BRIDGE

THIS AGREEMENT ("Agreement") is made and entered into this 13th day of February, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and GPA Consulting, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on February 18, 2021 and terminate on December 31, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform environmental support services for the Darrah Road Bridge as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $199,976. The Contractor’s hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit
shall apply separately to this project/locat1on (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)
In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. **STATE AND FEDERAL TAXES**

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. **ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
GPA Consulting
201 Nevada Street Suite B
El Segunda, CA 90245
310.792.2690

**COUNTY:**
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment
discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.
D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, “Scope of Work.” In addition, Contractor understands and agrees that County may, in County’s sole discretion, refuse to pay Contractor for that portion of Contractor’s services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

16. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.
29.  FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Funding Source: 512-1312-782-0649

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

[Signature]
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

[Signature]
GPA Consulting

ATTEST:

[Signature]
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Steven W. Dahlem
County Counsel
Task 1: Project Management

GPA will manage the environmental support services in coordination with the County. GPA will maintain a clear line of communication with the County and will conduct regular status checks to ensure all tasks are on schedule and within budget and will prepare a monthly progress report for each task order that includes the progress of each task. Based on coordination with the County, GPA will provide project management for season one, which is anticipated to start February 2021 and be completed November 2021.

Deliverables: One electronic copy of up to 10 monthly progress reports

Task 2: Environmental Commitments Record

Based on communication with the County, a project Environmental Commitment Record (ECR) and/or Mitigation Monitoring Reporting Plan has not been prepared. GPA will create and maintain the ECR and will coordinate with the County to document completed environmental commitments applicable to season one. GPA will update and maintain both electronic and hard copies of the ECR and all documentation associated with environmental compliance.

Deliverables: One electronic copy of the environmental commitment record and up to four updates

Task 3: Vegetation Site Meeting

Prior to vegetation removal, GPA and InContext Cultural Resources Solutions (InContext) will attend a pre-vegetation removal meeting with the County and the contractor to discuss the anticipated limits of vegetation removal and potential Environmentally Sensitive Area (ESA) constraints. During the visit, GPA will document the number and species of all trees and/or shrubs expected to be removed that are equal or greater than four inches in diameter at breast height. Up to two GPA staff and one InContext staff will be in attendance.

Deliverables: Attendance at one field meeting and one electronic copy of the vegetation removal list

Task 4: Pre-construction Surveys

Focused Plant Surveys

GPA will perform focused plant surveys for special-status species with potential to be in the project area, including big-scale balsam root (Balsamorhiza macrolepis), mariposa daisy (Erigeron mariposanus), madera leptomisphon (Leptosiphon serrulatus), mariposa lupine (Lupinus citrinus var. deflexus), and yellowlip pansy monkeyflower (Mimulus pulchellus). Up to two surveys will be performed during the typical blooming period, as feasible. GPA will visit known nearby reference sites, as feasible, to determine if special-status plants are identifiable at the time of the survey. Each visit will be conducted by two staff. GPA assumes that each survey will require up to one day of surveying and one trip to the site. If special-status plants are found, GPA will coordinate with the County and CDFW, if warranted, to develop and implement appropriate avoidance and minimization measures, including buffer zones and/or other measures. GPA will summarize the results of the surveys and any recommendations in a short pre-construction report for the County and CDFW. GPA assumes that CDFW will accept one rare plant survey to be conducted in March (prior to vegetation removal) and the second survey to be performed in April/May in advance of ground disturbance. Each focused plant survey is expected to require one site visit, with two staff.

Nesting Bird Surveys

The nesting season is typically between February 1 and August 31. GPA will conduct two, separate nesting bird surveys within 500 feet of the construction area to ensure any nesting birds will not be impacted by the project. The first survey will be conducted in advance of the anticipated March 2021 vegetation removal. The second survey will be conducted prior to work being re-initiated after a short pause in activity, anticipated June 2021. For each survey, GPA will conduct pre-construction surveys within 30 days prior to the start of construction activities to ensure that nesting birds, are not within 250 feet of the construction area (500 feet for all raptors). Each survey will be conducted by two staff. GPA assumes that each survey will require up to one day of surveying and one trip
to the site. If a nesting bird is found in or adjacent to the project area, GPA will coordinate with the County, and CDFW if warranted, to establish appropriate buffers (250 feet for migratory birds and 500 feet for raptors) adequate to maintain compliance with the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (FGC). GPA assumes up to two active nests will require County coordination during construction of season one. Reductions in the nest buffer distance may be appropriate depending on the bird species involved, level of human activity, and screening vegetation. GPA will summarize the results of the surveys, recommendations, and any subsequent coordination in a memo format report for the County and CDFW. The results of the first survey (vegetation removal) will be summarized in a stand-alone pre-construction nesting bird report and the results of the second will be summarized in a second pre-construction survey report combined with the other required survey efforts.

Wildlife Surveys

GPA will conduct pre-construction western pond turtle (Actinemys marmorata), California red-legged frog, and foothill yellow-legged frog (Rana boylii) surveys and general wildlife species surveys. Pre-construction California red-legged frog surveys will be conducted within 48 hours prior to construction and foothill yellow-legged frog surveys will be conducted within five days prior to construction, as required in the permits. To maximize efficiency, pre-construction western pond turtle and other special-status wildlife species will be conducted concurrent with the nesting bird surveys. The California red-legged frog and foothill yellow-legged frog surveys will be conducted on the same survey day and will be conducted as a separate, stand-alone pre-construction frog survey. Each survey will be conducted by two staff. GPA assumes that each survey will require up to one day of surveying and one trip to the site. GPA will summarize the results of the surveys, coordination, and any recommendations in a short pre-construction report for the County and CDFW. However, because the California red-legged frog and foothill yellow-legged frog surveys must be conducted after the other pre-construction wildlife survey results are due to CDFW (minimum of one week prior to construction), a separate stand-alone report will be prepared for these species. Based on communication with the County, vegetation removal will be conducted in advance of construction and would not result in ground disturbance. Except for nesting bird surveys discussed above, GPA assumes CDFW will not require pre-construction wildlife surveys or pre-construction frog surveys to be conducted in advance of the vegetation removal.

Bat Surveys

GPA will conduct a daytime habitat assessment in the project area within 14 days of the start of construction activities to identify potential roosting habitat for bats, including the spotted bat (Euderma maculatum), yuma myotis (Myotis yumanensis), and pallid bat (Antrozous pallidus). GPA will survey the project area and assess all potential roosting habitat, and visually survey existing habitat to determine presence of day-roosting bats. To maximize efficiency, pre-construction daytime habitat assessment will be conducted concurrent with the nesting bird survey visit. The survey will be conducted by two staff. GPA assumes bat habitat assessment surveys will require up to one day of surveying and one trip to the site. GPA assumes nighttime emergence surveys will not be necessary. GPA will summarize the results of the surveys, coordination, and any recommendations in a short pre-construction report.

Deliverables: One electronic copy of the pre-construction nesting bird survey report (for vegetation removal), general pre-construction survey report, and California red-legged frog and foothill yellow-legged frog survey report

Task 5: Fish Removal and Rescue Plan

According to the information in the RFP, anadromous fish or other special-status aquatic species are not known to be in the project area. Based on communication with the County, the segment of the West Fork Chowchilla River within the project area is not expected to be dry until September. If work is required while water is present, a water diversion will be installed. GPA assumes up to one diversion installation and one diversion removal would be necessary for season one.
GPA will prepare a Fish Removal and Rescue Plan for submittal to CDFW prior to the start of construction activities. The plan will include, at a minimum, the following sections: methods for excluding fish from the construction area; methods for minimizing risk of injury or death related to fish capture and handling, and methods for releasing fish outside of the construction area. GPA will submit the draft plan for review and approval by the County and CDFW.

**Deliverables:** One electronic copy of the Fish Removal and Rescue Plan

**Task 6: Nesting Bird Exclusion Plan**

GPA will prepare a Nesting Bird Exclusion Plan to address nesting swallows and other nesting bird species that could construct nests on the bridge. The Plan will include methods to prevent birds from initiating nesting on the existing bridge prior to starting construction and will include discussion of how the exclusion materials will be maintained to prevent bird nesting. GPA will coordinate with the County to determine the exclusion methods proposed by the contractor. GPA will submit the plan to CDFW for approval.

**Deliverables:** One electronic copy of the Nesting Bird Exclusion Plan

**Task 7: Worker Awareness Training**

GPA will conduct a worker awareness training and prepare an educational brochure with pictures and descriptions of sensitive biological resources with potential to be in the construction areas. The training and brochure will be distributed prior to construction and made available to all individuals employed or working on the project. Upon completion of the training program, personnel will sign a form stating that they attended the training and understand all the avoidance and minimization measures and implications of the Federally Endangered Species Act (FESA) and California Endangered Species Act, and to identify the required procedures and chain of communication during construction so that any sightings of species described in the brochure can be brought to the attention of the biological monitor in a timely manner. GPA assumes worker awareness trainings will be provided concurrent with monitoring visits.

**Deliverables:** Up to 25 copies of the training brochure

**Task 8: Fish Rescue and Relocation**

Surface water is expected to be present during construction activities; therefore, a water diversion is expected to be required. A qualified GPA biologist will monitor installation and removal of the diversion system and will perform fish rescue and relocation activities. Records will be maintained of all fish rescued and moved, including dates, methods, and location of relocation, species, and numbers of fish captured and relocated. GPA will submit records to CDFW within two weeks of the relocation activities. GPA will also submit up to two reports related to implementation of the plan during construction to CDFW. GPA assumes fish rescues and regular monitoring will be provided concurrently and will be conducted by two staff. GPA assumes that up to two days of fish rescues and two trips to the site will be required.

**Deliverables:** One electronic copy of up to two fish monitoring reports

**Task 9: Biological Monitoring and Reporting**

GPA will conduct regular compliance monitoring to ensure compliance with the environmental commitments record. GPA will monitor the tree/vegetation removal, water diversion installation and removal, best management practices (BMP), and that avoidance and minimization measures are successfully implemented. A GPA biologist will oversee delineation of environmentally sensitive areas and vegetation removal. Based on communication with the County, up to one week (five days) of daily construction monitoring will be required for initial vegetation removal (anticipated March 2021). In addition, GPA understands that additional daily construction monitoring will be required the first month (anticipated June 2021), followed by twice monthly visits thereafter for the remainder of season one (expected completion in November 2021). Based on communication with the County, GPA assumes
up to 20 monitoring days will be required the first month of construction and up to 10 additional monitoring days for the remaining five months of construction. Monitoring visits will be conducted by one staff. GPA assumes two days of fish relocations will be conducted concurrent with the twice monthly biological monitoring visits as described in Task 8 above.

During each site visit GPA will take photographs and record the results of each monitoring visit, and the results will be summarized in monthly construction monitoring reports for the project file. GPA will coordinate with the County to correct any conditions that are out of compliance during monitoring visits. GPA will keep a detailed written record of monitoring activities for the duration of the project, including written monitoring report forms and a copy of all correspondence regarding environmental compliance.

If nesting birds or raptors are found during survey efforts, GPA will oversee installation of appropriate buffers around the nests (typically 250 feet for passerines and 500 feet for raptors) until nesting activity has ended. GPA assumes oversight will be conducted concurrently with a regularly scheduled monitoring visit. If requested, GPA will monitor active bird nests until the nest is vacated, juveniles have fledged, and there is no evidence of a second attempt at nesting. Nest monitoring visits will be conducted concurrently with the twice monthly construction monitoring visits. GPA will summarize the results of the nesting bird monitoring efforts and any subsequent coordination in the monthly construction monitoring reports.

**Deliverables:** One electronic copy of up to seven monitoring reports (one report for vegetation removal and up to six monthly reports for season one construction)

**Task 10: Agency Reporting**

**Pre-construction Submittals and Notifications**

GPA will coordinate with the County to complete the required pre-construction submittals and notifications to regulatory agencies as part of environmental approvals for the project, including those required by regulatory permits prior to initiating construction. Pre-construction agency notifications required in the USACE CWA Section 404 Nationwide Permit 14, RWQCB CWA Section 401 Water Quality Certification, and CDFW FGC Section 1602 SAA, may include notice of start of work, pre-construction survey reports, work awareness training logs, nest exclusion plan, fish removal and rescue plan, and other items such as final design plans. GPA will coordinate with the County to gather and/or prepare the necessary documentation and will submit the information to the agencies, as required. GPA assumes the County will provide GPA the Schedule of Work, Spill Response Plan, seed mixture, diversion plan, and any other similar documents for submittal to the regulatory agencies.

**Construction Compliance Submittals and Notifications**

GPA will coordinate with the County to complete the required submittals and notifications during construction. Anticipated submittals include the notification for intent to divert water/enter the stream, removal of diversion, and/or pH testing results, if necessary.

GPA will also keep a detailed written record of monitoring activities for the duration of the project, including written monitoring report forms and a copy of all correspondence regarding environmental compliance. GPA assumes the contractor will be responsible for preparing and submitting the daily water quality testing results to the regulatory agencies. GPA assumes the regulatory agencies will not require a post-season completion report at the end of season one.

**Deliverables:** One electronic copy of up to four required agency submittals and notifications

**Task 11: Archaeological Monitoring**

On-site archaeological monitoring will be conducted by InContext Cultural Resources Solutions (InContext). Prior to construction, a qualified archaeologist, meeting Caltrans PQS requirements, will monitor installation of ESA
fence by the contractor to ensure the fencing location is correct and that there is no disturbance within the ESA and buffer. The archaeologist will discuss the ESA Action Plan during pre-construction meeting. Discussion will include the importance of the ESA area, that no construction will be authorized within the ESA, that no construction personnel will be authorized to enter the ESA, and a review of historic preservation laws regarding protection and disturbance of archaeological sites and removal of artifacts from such sites.

During construction, the archaeologist will monitor the ESA and buffer as needed to ensure the ESA Action Plan is followed. The archaeologist will complete a daily monitoring log that will document the day, times, monitor name, construction personnel, construction activity, and any findings for each day the monitor is onsite. Monitoring logs will be provided to the County, in electronic format, on a weekly basis.

**Deliverables:** One electronic copy of up to three monitoring log submittals (Daily monitoring logs submitted weekly)

**Task 12: Revegetation Plan**

**Revegetation Plan**

GPA will prepare an on-site Revegetation Plan for submittal to CDFW. The Revegetation Plan will include the following sections: revegetation goals and success criteria; site baseline conditions; existing site functions and values; responsible parties and financial assurances; timing; implementation plan; rationale for expecting success; site preparation (clearing and grading, non-native plant removal, soil preparation, erosion control); planting plan; irrigation plan (if applicable); and maintenance and monitoring plan. GPA will submit the draft plan for review and approval by the County and CDFW. GPA assumes up to one set of minor comments from CDFW.

**Deliverables:** One electronic copy of the Revegetation Plan

**III. Assumptions**

This scope has been prepared based on the following assumptions:

- This scope of work has been prepared based on the information provided by the County in the RFP, associated materials, and subsequent communication with the County. If the scope of work changes, GPA will provide an additional scope and cost to support this effort.

- This scope of work is based on the understanding that services will only cover season one. Any additional tasks associated with a second construction season will be provided in a separate scope and cost.

- The contractor is responsible for developing and implementing a SWPPP, including installation of all associated BMPs, and the Spill Prevention Response Plan.

- The contractor is responsible for water quality testing and monitoring and reporting.

- The contractor is responsible for lead compliance and the associated Industrial Hygienist.

- Required access to the project area necessary for surveys and monitoring will be provided as needed to complete tasks in the identified timeframe.

- Up to two pre-construction nesting bird surveys are included in this scope of work, one prior to vegetation removal and one prior to ground disturbance later in the season. If construction is delayed for 14 days or more after the pre-construction nesting bird surveys are conducted, additional surveys may be required to ensure compliance with the MBTA. If requested, GPA will provide an additional scope and cost to support this effort.

- GPA assumes coordination with CDFW will not be necessary should nesting birds be found and that coordination with the County will be sufficient for compliance with the MBTA.

- Up to two pre-construction rare plant survey site visits and up to two reference site visits, as feasible, will be
completed. For efficiency, the local reference site visits will be conducted on the same day as the site visits. Should project analysis determine additional surveys and/or survey months are necessary, GPA will provide an additional scope and cost to support that effort.

- One field visit is anticipated to complete pre-construction general wildlife surveys and one field visit is anticipated for pre-construction frog surveys. If additional survey site visits are required based on the final construction limits or regulatory agency request, GPA will provide an additional scope of work and budget to support this effort.

- Focused or protocol-level pre-construction surveys for special-status or otherwise protected bird species will not be required and are not included in this scope of work. If requested, GPA will provide an additional scope and cost to support this effort.

- Based on the direction provided in the RFP, GPA assumes special status species will not be present during construction or during the pre-construction survey efforts.

- GPA assumes all results can be accurately reported in text and that figures/exhibits will not be required.

- GPA assumes up to five days of full time daily monitoring of vegetation removal and installation of ESA fencing (anticipated March 2021). Vegetation removal is expected to be conducted in advance of overall project initiation and will be followed by a several months long pause in work. GPA understands vegetation removal will not include ground disturbance.

- GPA understands that the ESA fencing will remain in place for the duration of season one and is not anticipated to be removed until the end of season two.

- GPA assumes full time daily monitoring for the first month (anticipated June 2021) during the installation of BMPs, water diversion, clearing and grubbing, and performing rough grading. After the first month, the inspections will be reduced to twice monthly check-ins for up to five months (up to November 2021).

- GPA assumes weekend work and/or overtime days will not be required.

- Archaeological monitoring will be required for up to 12 days with one qualified monitor. Monitoring will be conducted for up to eight hours per day, Monday through Friday, in blocks of three to five continuous days. Daily monitoring logs will be sufficient to document monitoring. Documentation for inadvertent discovery of archaeological resources is not included in this scope of work. If additional monitoring days or documents are required, GPA will provide an additional scope of work and budget to support this effort.

- GPA assumes signs of day roosting bats will not be observed and/or project activities would not risk disturbance of day roosting bats; therefore, a bat exclusion plan and/or coordination with CDFW for roosting bats will not be required.

- Agency pre-construction notifications will include one notification for each of the regulatory agencies (CDFW, RWQCB, USACE). This scope of work does not include post-construction reporting.

- GPA assumes up to one round of comments on all deliverables.

- This scope of work does not include preparation, review, or agency submittal, of the water quality monitoring plan, dewatering/diversion plan, and/or Stormwater Pollution Prevention Plan (SWPPP).

- This scope of work does not include landscape plans as part of the Revegetation Plan; if landscape plans are requested or required, GPA will provide an additional scope of work and budget to support this effort.

- This scope of work does not include acquisition of compensatory mitigation or mitigation negotiations with the regulatory agencies.

6 OF 6
## GPA Budget

**Project:** 00000775 Darrah Road Bridge, Mariposa County

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Employee</th>
<th>Activity</th>
<th>Vendor</th>
<th>Units/Hours</th>
<th>Fee Rate</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Labor</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 1: Project Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>60.00</td>
<td></td>
<td>44.00</td>
<td>$128.11</td>
<td>$5,636.84</td>
</tr>
<tr>
<td>Senior Associate Biologist</td>
<td>Marleka Schrader</td>
<td>8.00</td>
<td></td>
<td>8.00</td>
<td>$202.24</td>
<td>$1,617.92</td>
</tr>
<tr>
<td>Principal Environmental Planner</td>
<td>Richard Galvin</td>
<td>8.00</td>
<td></td>
<td>8.00</td>
<td>$308.50</td>
<td>$2,468.00</td>
</tr>
<tr>
<td>Task 2: Environmental Commitments Record</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>40.00</td>
<td></td>
<td>8.00</td>
<td>$128.11</td>
<td>$1,024.88</td>
</tr>
<tr>
<td>Associate Environmental Planner</td>
<td>Danielle Thayer</td>
<td>32.00</td>
<td></td>
<td>32.00</td>
<td>$102.99</td>
<td>$3,295.68</td>
</tr>
<tr>
<td>Task 3: Vegetation Removal Pre-Coordination Meeting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>36.00</td>
<td></td>
<td>20.00</td>
<td>$128.11</td>
<td>$2,562.20</td>
</tr>
<tr>
<td>Senior Associate Biologist</td>
<td>Marleka Schrader</td>
<td>16.00</td>
<td></td>
<td>16.00</td>
<td>$202.24</td>
<td>$3,235.84</td>
</tr>
<tr>
<td>Task 4: Pre-Construction Surveys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 4.1: Focused Plant Surveys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>310.00</td>
<td></td>
<td>40.00</td>
<td>$128.11</td>
<td>$5,124.40</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Sheri Mayta</td>
<td>50.00</td>
<td></td>
<td>50.00</td>
<td>$161.98</td>
<td>$8,099.00</td>
</tr>
<tr>
<td>Task 4.2: Nesting Bird Surveys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>32.00</td>
<td></td>
<td>40.00</td>
<td>$128.11</td>
<td>$5,124.40</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Sheri Mayta</td>
<td>40.00</td>
<td></td>
<td>40.00</td>
<td>$161.98</td>
<td>$6,479.20</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Anastasia Shippey</td>
<td>12.00</td>
<td></td>
<td>12.00</td>
<td>$104.86</td>
<td>$1,258.32</td>
</tr>
<tr>
<td>Task 4.3: Wildlife Surveys</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>80.00</td>
<td></td>
<td>36.00</td>
<td>$128.11</td>
<td>$4,611.96</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Stan Glowacki</td>
<td>44.00</td>
<td></td>
<td>44.00</td>
<td>$152.82</td>
<td>$6,724.08</td>
</tr>
<tr>
<td>Task 4: Bat Surveys</td>
<td>48.00</td>
<td>$7,445.88</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>-------</td>
<td>-----------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>20.00</td>
<td>$128.11</td>
<td>$2,562.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Associate Biologist</td>
<td>Marieka Schrader</td>
<td>20.00</td>
<td>$202.24</td>
<td>$4,044.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Anastasia Shippey</td>
<td>8.00</td>
<td>$104.86</td>
<td>$838.88</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 5: Fish Removal and Rescue Plan</td>
<td>17.00</td>
<td>$2,548.52</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>4.00</td>
<td>$128.11</td>
<td>$512.44</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Stan Glowacki</td>
<td>12.00</td>
<td>$152.82</td>
<td>$1,833.84</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Associate Biologist</td>
<td>Marieka Schrader</td>
<td>1.00</td>
<td>$202.24</td>
<td>$202.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 6: Nesting Bird Exclusion Plan</td>
<td>48.00</td>
<td>$5,309.60</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>16.00</td>
<td>$128.11</td>
<td>$2,049.76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Associate Environmental Planner</td>
<td>Nicole Greenfield</td>
<td>16.00</td>
<td>$98.86</td>
<td>$1,582.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Joseph Vu</td>
<td>16.00</td>
<td>$104.86</td>
<td>$1,677.76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 7: Worker Awareness Training</td>
<td>38.00</td>
<td>$4,401.36</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>20.00</td>
<td>$128.11</td>
<td>$2,562.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Jennifer Johnson</td>
<td>2.00</td>
<td>$128.54</td>
<td>$257.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Associate Environmental Planner</td>
<td>Nicole Greenfield</td>
<td>16.00</td>
<td>$98.86</td>
<td>$1,582.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 8: Fish Rescue and Relocation</td>
<td>144.00</td>
<td>$20,048.52</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 8: Fish Rescues</td>
<td>159.00</td>
<td>$11,336.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>36.00</td>
<td>$128.11</td>
<td>$4,611.96</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Stan Glowacki</td>
<td>44.00</td>
<td>$152.82</td>
<td>$6,724.08</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 8: Fish Rescue Reporting</td>
<td>64.00</td>
<td>$8,712.88</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>16.00</td>
<td>$128.11</td>
<td>$2,049.76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Jennifer Johnson</td>
<td>4.00</td>
<td>$128.54</td>
<td>$514.16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Stan Glowacki</td>
<td>32.00</td>
<td>$152.82</td>
<td>$4,890.24</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Anastasia Shippey</td>
<td>12.00</td>
<td>$104.86</td>
<td>$1,258.32</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Task 9: Biological Monitoring and Reporting

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Task 9</th>
<th>Task 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>$360.00</td>
<td>$49,355.95</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Sheri Mayta</td>
<td>$149.00</td>
<td>$19,068.39</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Stan Glowacki</td>
<td>$32.00</td>
<td>$5,183.36</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Anastasia Shippey</td>
<td>$112.00</td>
<td>$17,115.84</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Joseph Vu</td>
<td>$68.00</td>
<td>$7,130.48</td>
</tr>
</tbody>
</table>

## Task 9: Monitoring Reporting

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Task 9</th>
<th>Task 9</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>$148.00</td>
<td>$19,644.94</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Jennifer Johnson</td>
<td></td>
<td>$5,380.62</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Anastasia Shippey</td>
<td>$64.00</td>
<td>$4,613.84</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Joseph Vu</td>
<td>$44.00</td>
<td>$4,613.84</td>
</tr>
</tbody>
</table>

## Task 10: Agency Reporting

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Task 10</th>
<th>Task 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>$92.00</td>
<td>$10,318.16</td>
</tr>
<tr>
<td>Associate Environmental Planner</td>
<td>Nicole Greenfield</td>
<td>$66.00</td>
<td>$7,218.52</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Anastasia Shippey</td>
<td>$28.00</td>
<td>$3,587.08</td>
</tr>
</tbody>
</table>

## Task 10: Pre-construction Submittals and Notifications

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Task 10</th>
<th>Task 10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>$28.00</td>
<td>$3,099.64</td>
</tr>
<tr>
<td>Associate Environmental Planner</td>
<td>Danielle Thayer</td>
<td>$8.00</td>
<td>$1,024.88</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Anastasia Shippey</td>
<td>$12.00</td>
<td>$1,235.88</td>
</tr>
</tbody>
</table>

## Task 11: Archaeological Monitoring

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Task 11</th>
<th>Task 11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>$4.00</td>
<td>$512.44</td>
</tr>
</tbody>
</table>

## Task 12: Revegetation Plans

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Task 12</th>
<th>Task 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Biologist</td>
<td>Angela Scudiere</td>
<td>$68.00</td>
<td>$7,918.68</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$20.00</td>
<td>$2,562.20</td>
</tr>
<tr>
<td>Task Description</td>
<td>Consultant</td>
<td>Hours</td>
<td>Rate</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Jennifer Johnson</td>
<td>4.00</td>
<td>$28.54</td>
</tr>
<tr>
<td>Senior Biologist</td>
<td>Sheri Mayta</td>
<td>4.00</td>
<td>$161.98</td>
</tr>
<tr>
<td>Associate Biologist</td>
<td>Anastasia Shippey</td>
<td>40.00</td>
<td>$104.86</td>
</tr>
<tr>
<td>Expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense Task 3: Vegetation Removal Pre-Coordination Meeting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense Task 4: Pre-Construction Surveys</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense Task 7: Worker Awareness Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expenses Task 11: Archaeological Monitoring</td>
<td>InContext 1.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: 1,473.00 $199,975.31
ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on February 18, 2021, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2023, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal.

C. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

F. Progress payments will be made monthly in arrears based on services provided and actual costs incurred.

G. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
Mariposa County Dept. of Public Works  
4639 Ben Hur Rd.  
Mariposa, CA 95338

I. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule, no payment will be made until the deliverable has been satisfactorily completed.

J. The total amount payable by LOCAL AGENCY resulting from this AGREEMENT shall not exceed $199,976. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT.

ARTICLE VI TERMINATION
A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS
A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements,
Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT’s Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT’s Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY’S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY’S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT’s responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA’s work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT’s Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to
the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI’s review of the ICR audit work papers created by the CONSULTANT’s independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT’s and/or the independent CPA’s revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.
ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT’s obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY’s obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT’s approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT’s approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY’s Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the
Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant’s failure to pay the specified prevailing rate of wages to the Subconsultant’s workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant’s employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day’s work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants’ compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

   1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

   2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. 

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause. 

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. 

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT. 

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest. 

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants. 

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION 

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager: 

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; 

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; 

3. Does not have a proposed debarment pending; and 

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.
# Certificate of Liability Insurance

**Certificate Number:** 00002920-13859376  
**Revision Number:** 788  
**Date:** 02/18/2021

**Producer:** Baker, Romero & Associates Insurance Brokers, Inc.  
750 Terrado Plaza #238  
Covina, CA 91723  
License #: 0G22790

**Insured:** Galvin Preservation Associates Inc.  
DBA GPA Consulting  
201 Nevada Street, Suite B  
El Segundo, CA 90245

**Contact Information:**  
Christopher S Sousa  
(626) 332-2258  
Email: christine@bakerromerocom

**Insurers:**  
- **Insurer A:** Travelers Property Casualty Co. of America  
  NAIC #: 25674  
- **Insurer B:** State Compensation Insurance Fund  
  NR  
- **Insurer C:** Continental Casualty Co.  
  20443

## Coverage Summary

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy End Date</th>
<th>Limits</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Commercial General Liability</td>
<td>Y 680-4H777478-20-47</td>
<td>03/14/2020</td>
<td>03/14/2021</td>
<td>1,000,000</td>
<td>Each Occurrence Damage to Insured Premises</td>
</tr>
<tr>
<td><strong>A</strong> Automobile Liability</td>
<td>Y BA-5F994222-20-GRP</td>
<td>03/14/2020</td>
<td>03/14/2021</td>
<td>1,000,000</td>
<td>Each Occurrence Bodily Injury Per Person</td>
</tr>
<tr>
<td><strong>A</strong> Umbrella Liability</td>
<td>Y CUP-0J605520-20-47</td>
<td>03/14/2020</td>
<td>03/14/2021</td>
<td>7,000,000</td>
<td>Each Occurrence Property Damage Per Accident</td>
</tr>
<tr>
<td><strong>B</strong> Workers Compensation and Employers' Liability</td>
<td>Y 9114062-20</td>
<td>03/14/2020</td>
<td>03/14/2021</td>
<td>1,000,000</td>
<td>E.L. Each Accident</td>
</tr>
<tr>
<td><strong>C</strong> Professional Liability</td>
<td>EEH288371840</td>
<td>03/14/2020</td>
<td>03/14/2021</td>
<td>50,000,000</td>
<td>Per Claim Aggregate</td>
</tr>
</tbody>
</table>

**Description of Operations:** It is to certify that the policies of insurance listed above 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.

**Certification:**  
The ACORD name and logo are registered marks of ACORD.
ADDITIONAL REMARKS SCHEDULE

AGENCY

NAMED INSURED
Galvin Preservation Associates Inc.
DBA GPA Consulting

POLICY NUMBER
N/A

CARRIER
Multiple Carriers

NAIC CODE

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Blanket Additional Insured CGD3810915; Coverage Xtrnd Endorsement CGD3790219; Aggregate Limit Per Project CGD4690219; Products/Completed Ops Endrt. CGD3090219; 30 Day Notice of Cancellation ILT4001209; Auto Coverage Plus Endorsement CAT4200215; Auto Blanket Additional Insured Primary and Non-Contributory CAT4740216; Schedule of Underlying EU00030818; Waiver of Rights UM04880708; Worker’s Compensation Blanket Waiver of Subrogation SCIF Form 10217. Coverage shall not be canceled, non-renewed or materially altered except after thirty (30) days prior written notice has been given.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of
      you or your subcontractor in the performance of "your work" to which the "written contract
      requiring insurance" applies, or in connection with premises owned by or rented to you.

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

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or
      organization has assumed liability in a contract or agreement.

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

   e. This insurance does not apply on any basis to
      any person or organization for which coverage as an additional insured specifically
      is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the
      rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the
      Coverage Part shown in the Declarations exceed the limits of liability required by the
      "written contract requiring insurance", the insurance provided to the additional insured
      shall be limited to the limits of liability required by that "written contract requiring insurance".
      This endorsement does not increase the limits of insurance described in Section III –
      Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your
      work" and included in the "products-completed operations hazard" unless the
      "written contract requiring insurance" specifically requires you to provide such
      coverage for that additional insured, and then the insurance provided to the additional
      insured applies only to such "bodily injury" or "property damage" that occurs before the end
      of the period of time for which the "written contract requiring insurance" requires you to
      provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of

   SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

   (1) The "bodily injury" or "property damage" for
       which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is
       sought arises out of an offense committed;

       after you have signed that "written contract
       requiring insurance". But this insurance provided
       to the additional insured still is excess over valid
       and collectible other insurance, whether primary,
       excess, contingent or on any other basis, that is
       available to the additional insured when that
       person or organization is an additional insured
       under any other insurance.
3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

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

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

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 this 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. 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. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Retired Partners, Members, Directors And Employees
D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
F. Blanket Additional Insured – Controlling Interest
G. Blanket Additional Insured – Mortgages, Assignees, Successors Or Receivers
H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
J. Incidental Medical Malpractice
K. Medical Payments – Increased Limit
L. Amendment Of Excess Insurance Condition – Professional Liability
M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
N. Contractual Liability – Railroads

PROVISIONS
A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS
1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
   (2) A watercraft you do not own that is:
       (a) 75 feet long or less; and
       (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of SECTION II – WHO IS AN INSURED:
   e. Any person or organization that, with your express or implied consent, either
      uses or is responsible for the use of a watercraft that you do not own that is:
      (1) 75 feet long or less; and
      (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES
The following is added to SECTION II – WHO IS AN INSURED:
Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1 of Section II—Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED—RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2 of Section II—WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to any other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.
D. WHO IS AN INSURED — EMPLOYEES AND VOLUNTEER WORKERS — BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to “bodily injury” to a current or retired co-employee while in the course of the co-employee’s employment by you or performing duties related to the conduct of your business, or to “bodily injury” to your other “volunteer workers” or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED — NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

   (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

   (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it:

b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED — CONTROLLING INTEREST

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

Any person or organization that has financial control of you is an insured with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” that arises out of:

a. Such financial control; or

b. Such person’s or organization’s ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED — MORTGAGEES, ASSIGNNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for “bodily injury”, “property damage” or “personal and advertising injury” that:

a. Is “bodily injury” or “property damage” that occurs, or is “personal and advertising injury” caused by an offense that is committed,
COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever is less.

b. The insurance provided to such person or organization does not apply to:

   (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

   (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II – WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,.
occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section III – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

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.
COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY — RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS
AND DESIGNATED PROJECT AND LOCATION
AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Aggregate Limit (Other Than Projects and Products-Completed Operations)</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>Designated Location Aggregate Limit (Other Than Products-Completed Operations)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Designated Project Aggregate Limit (Other Than Projects-Completed Operations)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit (Other Than Products-Completed Operations)</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.

2. The following replaces Paragraph 1. of SECTION III – LIMITS OF INSURANCE:

   a. Insureds;

   b. Claims made or "suits" brought;
c. Persons or organizations making claims or bringing "suits"; or
d. "Projects" or "locations".

3. The following replaces Paragraph 2. of SECTION III – LIMITS OF INSURANCE:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage B; and

(3) Medical expenses under Coverage C.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage C for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in
Paragraph 2.d. below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage B.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph 3. of SECTION III – LIMITS OF INSURANCE:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the DEFINITIONS Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

CG D4 69 02 19 © 2017 The Travelers Indemnity Company. All rights reserved. Includes copyrighted material of Insurance Services Office, Inc. with its permission.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Paragraph b.(3) of the definition of "products-completed operations hazard" in the DEFINITIONS Section:

(3) Products or operations for which the classification, listed in the Declarations, in a policy Schedule or in our manual of rules, states that the products-completed operations are subject to the General Aggregate Limit.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30
NONRENEWAL: Number of Days Notice of Nonrenewal: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.
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 inflates 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.

III. 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.

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
B. EMPLOYEE HIRED AUTO
C. EMPLOYEES AS INSURED
D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS
E. TRAILERS - INCREASED LOAD CAPACITY
F. HIRED AUTO PHYSICAL DAMAGE
G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT
I. WAIVER OF DEDUCTIBLE - GLASS
J. PERSONAL PROPERTY
K. AIRBAGS
L. AUTO LOAN LEASE GAP
M. BLANKET WAIVER OF SUBROGATION

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:
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”;

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

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who is An insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:
Regardless of the provisions of paragraph a. and paragraph d. of this part 5, Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.
**SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

**EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE**

<table>
<thead>
<tr>
<th>Policy</th>
<th>Carrier</th>
<th>Policy Period</th>
<th>Limits Of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers Liability</td>
<td>STATE COMPENSATION INSURANCE FUND</td>
<td>From: 03/14/2020 to: 03/14/2021</td>
<td>Bodily Injury By Accident Each Accident: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury By Disease Policy Limit: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury By Disease Each Employee: $1,000,000</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA</td>
<td>From: 03/14/2020 to: 03/14/2021</td>
<td>Bodily Injury And Property Damage Combined Single Limit: $1,000,000</td>
</tr>
<tr>
<td>Employee Benefits Liability</td>
<td>TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA</td>
<td>From: 03/14/2020 to: 03/14/2021</td>
<td>Each Employee: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Aggregate: $1,000,000</td>
</tr>
</tbody>
</table>
This endorsement changes the policy. Please read it carefully.

**SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

**EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE**

**Commercial General Liability**

Carrier **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**

Policy Number **680-004777478-20**

Policy Period

From: 03/14/2020

to: 03/14/2021

**Limits Of Liability**

General Aggregate

Products-Completed Operations Aggregate

Personal and Advertising Injury

Each Occurrence

$2,000,000

$2,000,000

$1,000,000

$1,000,000

**Limits Of Liability**

Carrier

Policy Number

Policy Period

From:

to:

**Limits Of Liability**

Carrier

Policy Number

Policy Period

From:

to:
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:  Number of Days Notice of Cancellation:  30
NONRENEWAL:  Number of Days Notice of Nonrenewal:  30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., OUR RIGHT TO RECOVER FROM OTHERS., of SECTION IV — CONDITIONS.:

If the insured has agreed in a 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” caused by an “occurrence” that takes place; or

b. “Personal injury” or “advertising injury” caused by an “offense” that is committed;

subsequent to the execution of the contract or agreement.
ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE MARCH 14, 2020 AT 12:01 A.M.
AND EXPIRING MARCH 14, 2021 AT 12:01 A.M.

9114062-20
RENEWAL
SC
7-10-60-68

PAGE 1 OF 1

GPA CONSULTING
201 NEVADA ST UNIT B
EL SEGUNDO, CA 90245

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<table>
<thead>
<tr>
<th>PERSON OR ORGANIZATION</th>
<th>JOB DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER</td>
<td>BLANKET WAIVER OF SUBROGATION</td>
</tr>
</tbody>
</table>

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

Kurt R. Lentz
AUTHORIZED REPRESENTATIVE

JANUARY 31, 2020

Karen Stein
PRESIDENT AND CEO

2572
OLD DP 217