

SECOND AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT TO AGREEMENT OF SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and effective upon signature by and between the CITY OF BEAUMONT (“CITY”), a general law city, and PLACEWORKS, INC., A California Corporation (hereinafter called “CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

This Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

- A. On April 5, 2022, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor (“Agreement”) to provide landscape, architecture, and engineering design services and construction documents for the Stewart Park Improvement Project.
- B. On June 18, 2024, CITY and CONTRACTOR executed the first amendment to the agreement entitled “FIRST AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR” to provide construction administration services for the Stewart Park Improvement Project.
- C. City has requested a further change in scope of work under the Agreement regarding NEPA Compliance and CONTRACTOR has requested that the Compensation should be increased as provided in the Proposal, copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.

AMENDMENT

Section 1 of the Agreement is hereby amended to add “CONTRACTOR agrees to provide the services (“Services”) as follows: NEPA Services (“Services”) per Exhibit “A” dated May 23, 2024, and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Kara Kosel as CONTRACTOR’s professional responsible for overseeing the Services provided by CONTRACTOR.”

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original agreement, compensation was set at Six Hundred Forty-Seven Thousand, Nine Hundred Seventy-One Dollars and Zero Cents (\$647,971). Per this First Amendment, compensation was increased by the maximum amount of One Hundred and Fifty-Four Thousand, Two Hundred Thirty-Five Dollars (\$154,235). Per this Second Amendment, compensation is increased to the maximum amount of Twenty-Eight Thousand Seven Hundred Sixty Five dollars (\$28,765), to be billed in accordance with the Proposal attached hereto as Exhibit

“A”, resulting in total compensation under the Agreement not to exceed Eight Hundred Thirty Thousand and Nine Hundred and Seventy One dollars. (\$830,971).

IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to be effective as of the day and year first above written.

**SIGNATURE PAGE TO SECOND AMENDMENT TO AGREEMENT FOR
SERVICES BY INDEPENDENT CONTRACTOR**

CITY OF BEAUMONT

CITY:

CITY OF BEAUMONT

By: _____
David Fenn, Mayor

CONTRACTOR:

PlaceWorks, Inc.

By: Kara H. Kosel

Print Name: Kara Kosel

Title: Vice President

ATTEST:

By: _____
Nicole Wheelright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

EXHIBIT "A"

PROPOSAL



October 2, 2024

Doug Story
Community Services Director
CITY OF BEAUMONT
550 E. 6th Street
Beaumont, CA 92223

Subject: Stewart Park Renovation Project NEPA Services Amendment No. 1 (Project Number: BEAU-02.0)

Dear Doug,

PlaceWorks' recommends the following amendment to our original scope of work for the Stewart Park Renovation Project (project), in order for the City of Beaumont (City) to obtain the required environmental clearance pursuant to the National Environmental Policy Act (NEPA), and federal grant requirements of the National Park Services (NPS) Land and Water Conservation Fund (LWCF).

Understanding of NEPA Requirements

Under the direction of the City, PlaceWorks has prepared the Notice of Exemption (NOE) for the project pursuant to requirement of the California Environment Quality Act (CEQA). PlaceWorks understands that the City is seeking additional funding opportunities through the NPS LWCF for the park, which requires preparation of environmental documentation pursuant to NEPA. PlaceWorks believes that based on the location, size, land use, and programming anticipated for the project, and as analyzed under the NOE, and to be approved by the City in February 2024, the project would qualify for a Categorical Exclusion (CE), as outlined in the NPS NEPA Handbook (2015), 3.3 (F)(5) and Department of the Interior (DOI), Categorical Exclusions 43 CFR Part § 46.205. These requirements are summarized below and form the basis for our assumptions in this scope of work.

Part 516, Chapter 12: Managing the NEPA Process, 12.5 Categorical Exclusions

Part F. Action Related to Grant Programs:

- a. Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:
- b. Conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
- c. Introduce motorized recreation vehicles;
- d. Introduce active recreation pursuits into a passive recreation area;
- e. Increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or e. add or alter access to the park from the surrounding area.

Scope of Work

PlaceWorks assumes that the environmental analysis will largely reference and incorporate the results of the NOE that will be approved by the City in February 2024, with the exception of Section 106 compliance regarding historic-era structures and archeological resources. PlaceWorks believes any additional analysis required to adhere to requirements pursuant to NEPA would be limited in scope and not require further technical, quantitative analysis (i.e., Air Quality or Noise assessment modeling).

In accordance with the original scope of work for CEQA services for the Project, PlaceWorks environmental team has completed Tasks 6.1 through 6.3 of the scope and is currently completing Task 6.4 (filing the NOE). As such, PlaceWorks recommends the following new Tasks to meet NEPA requirements:

TASK 6.5. PROJECT INITIATION

Virtual Meeting. PlaceWorks' Principal in Charge (PIC) **Addie Farrell** and Project Manager (PM) **Jennifer Kelley** will coordinate a virtual meeting with the City to further PlaceWorks' understanding of the NPS expectations for the NEPA process, the existing condition of the project site, and to discuss the environmental clearance schedule.

Project Description. PlaceWorks understands that minor adjustments to the Project Description, as presented in the NOE, may be necessary to describe the components of the project that would utilize NPS funding. Prior to conducting the environmental analyses, PlaceWorks will first prepare a Project Description to comply with the NPS funding requirements. The Project Description will summarize the project information, project location, description of the project, and define the Area of Potential Effect (APE) (Project Site). The Project Description will be submitted to the City for review and comment. This scope of work assumes one round of review for this task.

TASK 6.6. ENVIRONMENTAL ANALYSIS

Extraordinary Circumstances. Pursuant to DOI 43 CFR Part §46.215 (Extraordinary Circumstances), PlaceWorks will prepare the appropriate documentation and analyses to address topics (a) through (l) to determine if any extraordinary circumstances exist, which would prohibit the use of a CE for environmental clearance. For each topic identified, PlaceWorks will provide a full description of the determination and a synopsis of the information that it was based on, such as:

- Map panel numbers and dates
- Names of all consulted parties and relevant consultation dates
- Names of plans or reports and relevant page numbers
- Any additional requirements specific to the program or region

PlaceWorks will then submit the report to the City for review and address one round of consolidated comments and edits from the City.

Section 106 Cultural Resources Assessment Report. PlaceWorks understands the project is subject Section 106 pursuant to NEPA. **Cogstone** (serving as a subconsultant to PlaceWorks), will conduct a cultural resources assessment in compliance with Section 106 of the National Historic

Preservation Act (NHPA) under NEPA. Cogstone’s scope includes a records search for known cultural resources, a Sacred Lands File search, an intensive pedestrian survey, assistance with section 106 consultation, including Tribal consultation and correspondence with the State Historic Preservation Office (SHPO), as well as the preparation of a Cultural Resources Assessment Report (Cultural Report). The Cultural Report will characterize the results of the records search, consultation efforts to determine baseline conditions, assess potential impacts to cultural resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts. DPR 523 forms will be appended to the report. Cogstone will respond to two rounds of comments and prepare the final report.

TASK 6.7. PROJECT MANAGEMENT

Throughout the NEPA process, internal team management and coordination with the City will be necessary to ensure timely and consistent delivery of high-quality services. Project management responsibilities include task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; consultation and coordination with local, state, and federal entities relative to the environmental review process; and coordination and communications with the City to ensure compliance with policies, procedures, and any applicable codes.

Assumptions. Though unanticipated, if our research finds impacts that prohibit the use of an CE pursuant to NEPA PlaceWorks will discuss options with the City, such as making changes to the project, preparing an Environmental Assessment (EA) Environmental Impact Statement (EIS), or supplementing our research with additional technical studies or reports. These other options, if required, would trigger a change in our scope and cost. This Amendment also assumes that attendance at in-person meetings and/or hearings is not required.

Proposed Schedule

The following schedule assumes a four-month timeline from project initiation to the end

Table 1. Proposed Schedule

Task	Duration
Task 6.5 Project Initiation Virtual Meeting Project Description	Two Weeks
Task 6.6 Environmental Analysis Extraordinary Circumstances Documentation (PlaceWorks) Section 106 Cultural Resources Assessment Report (Cogstone)	Four Weeks* Three Months
Task 6.7 Management and Coordination	Duration of Project (total estimate four months)

** PlaceWorks will prepare the environmental analysis concurrently with the Section 106 Cultural Resources Assessment Report.*

Cost Estimate

Our cost estimate is provided below in Table 2. Costs are billed on a time and materials basis with monthly invoices. The balance required to complete tasks associated with the Addendum is \$38,765. This would bring the total contract value from \$647,971 to \$676,736 for an amendment of \$28,765.

Table 2. Cost Estimate

Task	Cost
Task 6.5 Project Initiation	\$3,249
Task 6.6 Environmental Analysis	
Extraordinary Circumstances Documentation (PlaceWorks)	7,905
Section 106 Cultural Resources Assessment Report (Cogstone)	21,373
Task 6.7 Project Management	6,140
Reimbursable Expenses	98
AMENDMENT SUBTOTAL	38,765
Task 6 Environmental Review (Approximate Budget Remaining to be Applied)	10,000
AMENDMENT GRAND TOTAL	28,765

Authorization

This Amendment shall remain valid for a period of 90 days from the time of submittal. As a Principal, I am authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks. If you have any questions regarding the contents of this proposal, please feel free to contact me at 213.623.1443 x2119 or via email at afarrell@placeworks.com.

Respectfully submitted,

PLACEWORKS



Addie Farrell
Principal, Environmental Services

EXHIBIT “B”

CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2024

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

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

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 CN115158923--XS-24-25	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Crum & Forster Specialty Insurance Co		44520
	INSURER B : Travelers Property Casualty Co. Of America		25674
	INSURER C : N/A		N/A
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

LOS-002592320-07

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI & PD Ded, \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	EPK148300	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Contractors Pollution \$ 5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-1N96406A-24-43-G	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ 1,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX-6J328756-24-43	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-7K728676-24-43-G	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Errors & Omissions-Claims Made			EPK148300	07/01/2024	07/01/2025	Each Claim/Aggregate \$ 5,000,000

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

City, its official's employees and agent are included as additional insured where required by written contract with respect to General and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Beaumont
 550 E. 6th Street
 Beaumont, CA 92223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Subject to policy terms, conditions, limitations and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION 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.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **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.

C. 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 an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. 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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. 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.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. 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.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

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 applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - The airbags are not covered under any warranty; and
 - The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

TRAVELERS]

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY UB-7K72867624-43-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT-CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company