

## **FIRST AMENDMENT TO AGREEMENT FOR INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT TO AGREEMENT OF PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Amendment”) is made and effective upon March 08, 2024 and between the CITY OF BEAUMONT (“CITY”), a general law city, and Dopudja & Wells Consulting, 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 December 7<sup>th</sup> 2023, CITY and CONTRACTOR entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor (“Agreement”) to provide Consulting Services.

### **AMENDMENT**

Section 1. Term of Agreement in accordance with Section 1 of the Agreement, the parties agree to extend the term of the Agreement by two (2) years. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate on March 08, 2026 , unless earlier terminated by the parties in accordance with the Agreement or extended by the parties of the Agreement is hereby amended as follows: CONTRACTOR agrees to provide the services (“Services”) as follows: Consulting (“Services”) per Exhibit “A” 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 Stephen Dopudja as CONTRACTOR’s professional responsible for overseeing the Services provided by CONTRACTOR.

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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 FIRST AMENDMENT TO AGREEMENT FOR SERVICES BY INDEPENDENT CONTRACTOR**

**CITY OF BEAUMONT**

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By:   
Elizabeth M. Gibbs, City Manager

By: 

Print Name: Stephen Dopudja, P.E. 65187

Title: President/CEO

Date: 9/3/24

Date: 9/13/2024

**EXHIBIT "A"**

**PROPOSAL**



**October 30, 2023**

**Ms. Elizabeth Gibbs  
City Manager  
City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223**

**SUBJECT:**        **Proposal to Provide Senior Advisory Services for the Evaluation of Outside Sales of Recycled Water or Potential Transfers**

Dear Ms. Gibbs,

Dopudja & Wells Consulting (Dopudja & Wells) understands that the City of Beaumont (City) is seeking support for implementing outside sales or the reuse of its recycled water. These activities are based upon recent discussions and exploration with the City and adjacent agencies such as the Beaumont Cherry Valley Water District (BCVWD), the San Geronimo Pass Water Agency (SGPWA), and the Morongo Band of Mission Indians (MBMI), to determine the highest and best use of the City's recycled water. Dopudja & Wells anticipates our engagement will be with senior City management staff and its City Council Water Subcommittee to provide strategic-level advice regarding the explored alternatives.

Dopudja & Wells has extensive experience in the type of services the City is exploring. We have advised and negotiated similar complex agreements with agencies such as:

- City of Rialto
- Inland Empire Utility Agency
- South Coast Water District
- Irvine Ranch Water District
- Municipal Water District of Orange County
- Western Riverside County Regional Wastewater Authority
  - Western Municipal Water District
  - Jurupa Community Services District
  - City of Norco
  - City of Corona
  - Home Gardens Sanitary District
- Calleguas Municipal Water District
  - Berylwood Heights Mutual Water Company
  - Camrosa Water District
  - City of Camarillo
  - Crestview Mutual Water Company
  - Pleasant Valley Mutual Water Company
  - Solano Verde Mutual Water Company
  - Ventura County Waterworks District #s. 1, 8, 17, 19 and 38
  - Zone Mutual Water Company

subsequent phase consisting of policy implementation and negotiations with potential partnering agencies or purchasers. Phase 1 will focus on the following major task areas:

#### Task 1. Review Existing Supporting Documents

Dopudja & Wells anticipates a high-level review of existing supporting documents provided by the City. These may include supporting technical studies, notes from the facilitated process, existing agreements, and the proposed agreement with BCVWD. These documents will be reviewed to help with high-level strategic advisement and policy development. We will not review existing documents for technical accuracy or legal opinion.

---

*Task 1 Summary: There are no deliverables for this task. Information taken from the review will be used as a basis for the subsequent tasks.*

---

#### Task 2. Interviews with City Staff and Council Subcommittee Members

Based upon initial discussions with the City Staff, Dopudja & Wells has prepared a preliminary list of prospective issues requiring resolution for the City's recycled water options. These include:

- Recycled Water Availability
- Potential In-plant Usages
- Flows required for River Discharge
- Opportunities for Outside Sales/Cooperative Agreements
- Cost-Benefits of Required Infrastructure
- Overall Value of the Effluent

Task 2 may involve contacting designated representatives of BCVWD, SGPWA, or MBMI to validate particular issues and ascertain if there are additional issues or concerns that may need to be addressed. For budgeting purposes, Dopudja & Wells anticipates scheduling one-hour individual virtual interviews each with BCVWD, SGPWA or MBMI.

From information gathered in the interviews, an updated issue list will be delivered to the City and reviewed with the City Council Water Subcommittee for completeness and consensus.

---

*Task 2 Summary: Deliverable for this task is a vetted comprehensive issues list to be addressed in subsequent tasks. This task includes three two-hour virtual meetings with the City staff and/or Council Subcommittee members. For budgeting purposes, Dopudja & Wells has also included three individual one-hour virtual meetings each with BCVWD, SGPWA and MBMI.*

---

#### Task 3. Evaluation of Recycled Water Availability and Conceptual Infrastructure Requirements

Using the data provided in Task 1 and Task 2, Dopudja & Wells will develop reconciled projections for recycled water availability. The projections will include near-term (next five years), 2033, and ultimate values.

Dopudja & Wells will develop a conceptual layout for the required recycled water infrastructure for each of the three service options to BCVWD, SGPWA, and MBMI. The conceptual layout will be based upon previous efforts to the extent possible and updated where appropriate.

---

*Task 3 Summary: Recycled water availability and conceptual infrastructure projections will be developed in figure and table format. The figures and tables will be integrated into the memorandum described in Task 5.*

---

#### Task 4. Cost Benefit Analysis

Following the conceptual layouts, Dopudja & Wells will evaluate the cost and benefits of the proposed infrastructure alternatives with the preliminary water reuse policy that is being developed. The Cost Benefit Analysis will help guide the discussions regarding the highest and best use of the City's treated effluent. Cost projections are anticipated to be at the conceptual level in terms of dollars invested compared to acre-feet of yield. Industry standard cost assumptions will be used where no specific data is available for the City's options.

---

*Task 4 Summary: Cost Benefit Analysis in figure and table format will be provided for review and comment by City staff and/or Council Subcommittee members.*

---

#### Task 5. Policy Formation and Recommendations

Upon the conclusion of Tasks 1 through 4, Dopudja and Wells will prepare a Draft Policy Memorandum for the City that outlines a policy recommendation and potential paths forward. Dopudja & Wells will conduct a virtual call to present the Draft Policy Memorandum and recommendations to City staff and the City Council Water Subcommittee. Comments will be received and integrated into a Final Policy Memorandum.

---

*Task 5 Summary: Draft Policy Memorandum and Final Policy Memorandum will be developed and delivered to the City. A one-hour virtual meeting to review the Draft Policy Memorandum is included in this task.*

---

#### Task 6. Project Management

Project control activities include coordination of project activities with City staff, management of internal project support team, monitoring of schedule and budget, and internal review of work products (QA/QC).

### Proposed Fee, Schedule and Hourly Rates

The tasks in the Phase 1 Scope of Work described above will be performed on a time and materials basis, with the total fee not to exceed \$77,460, without prior authorization. The proposed budget is for the entire engagement and all or part of the budget may be shifted by Dopudja & Wells among tasks as the project progresses.

Because we do not have a detailed list of documents, nor have those documents in our possession at the time of this proposal, we are estimating our effort will take approximately two to three months from the notice to proceed.

Table 1 below outlines the proposed not-to-exceed contract amount to provide as-needed support for the aforementioned tasks. Hourly rates for consultant support are shown in Table 2. It is our understanding that the work will be conducted principally by Dopudja & Wells' Principal, Stephen Dopudja, with support from Paul D. Jones II, P.E., Jon Wells, P.E. and Jason Pivovarovff, P.E. on an as-needed basis.

Tasks	Description	Estimated Hours	Amount (\$)
1	Review Existing Supporting Documents	24	\$8,040
2	Interviews with City Staff and Council Subcommittee Members	72	\$24,120
3	Evaluation of Recycled Water Availability and Conceptual Infrastructure	48	\$14,080
4	Cost Benefit Analysis	16	\$5,360
5	Policy Formation and Recommendations	56	\$17,240
6	Project Management	24	\$8,040
	Expenses – Mileage (assumes up to three in-person meetings at the City)	As-needed	\$200
<b>Total Amount</b>			<b>\$74,880</b>

Note: Any reimbursable expenses will be billed on a cost plus 10% basis. Mileage will be billed at the current IRS rate.


Staff Description	Hourly Rate (\$)
Principal/Senior Advisor	\$355
Project Manager/Senior Engineer	\$315
Senior Administrative	\$145

Ms. Elizabeth Gibbs  
October 30, 2023  
Page 6

We look forward to working with the City of Beaumont on this important project. Please do not hesitate to contact Stephen Dopudja at [stephen.dopudja@dopudjajwells.com](mailto:stephen.dopudja@dopudjajwells.com) or at 949-842-4370 if there are any questions.

Sincerely,

Dopudja & Wells Consulting

  
Stephen Dopudja, P.E.  
President  
R.C.E. 65187

**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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).

<b>PRODUCER</b> Venbrook Insurance Services 16815 Von Karman Avenue Suite 180 Irvine, CA 92606 www.venbrook.com CA Lic No. 0D80832		<b>CONTACT NAME:</b> Daniel Goodrich <b>PHONE (A/C No. Ext):</b> 818-598-8908 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> dgoodrich@venbrook.com															
<b>INSURED</b> Dopudja & Wells Consulting 18721 Cottonwood Street Fountain Valley CA 92708		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B: Redwood Fire and Casualty Insurance Co</td> <td>11673</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company, Ltd.	11000	INSURER B: Redwood Fire and Casualty Insurance Co	11673	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: Landmark American Insurance Company	33138	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Sentinel Insurance Company, Ltd.	11000																
INSURER B: Redwood Fire and Casualty Insurance Co	11673																
INSURER C: Hartford Casualty Insurance Company	29424																
INSURER D: Landmark American Insurance Company	33138																
INSURER E:																	
INSURER F:																	

**COVERAGES** **CERTIFICATE NUMBER:** 78872801 **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 SUBR INSD 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"/> Deductible "none" GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	72SBABD9478	2/22/2024	2/22/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B A A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	01APM041046-01	11/10/2023	11/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$5,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	72WECAK4WEK	2/22/2024	2/22/2025	<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
D	Professional Liability Ded. \$5,000	<input checked="" type="checkbox"/>	LHR855959	2/2/2024	2/2/2025	\$2,000,000/\$2,000,000 Each Claim/Aggregate

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

City of Beaumont Agreement #C23-129  
 City of Beaumont and CITY, its officials, employees and agents are Additional Insured with regard to General Liability, Auto Liability and Professional Liability when required by written contract per form issued by carrier.

<b>CERTIFICATE HOLDER</b> City of Beaumont 550 E. 6th Street Beaumont CA 92223	<b>CANCELLATION</b> 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  Daniel Goodrich

© 1988-2015 ACORD CORPORATION. All rights reserved.

- (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 "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (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 "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us****a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



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

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

**Policy Number:** 72 WEC AK4WEK **Endorsement Number:** 002  
**Effective Date:** 02/22/24 Effective hour is the same as stated on the Information Page of the policy.  
**Named Insured and Address:** Dopudja & Wells Consulting  
18721 COTTONWOOD ST  
FOUNTAIN VALLEY CA 92708

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative

**Form WC 04 03 06** (1) Printed in U.S.A.

**Process Date:** 01/30/24

**Policy Expiration Date:** 02/22/25