SECOND AMENDMENT TO AGREEMENT

ORIGINAL

This Second Amendment of the Agreement, entered into this 21st day of January, 2020, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and BKF ENGINEERS, a California corporation, whose address is 1646 N. CALIFORNIA BOULEVARD, SUITE 400, WALNUT CREEK, CA 94596 (the "Provider"), is made with reference to the following:

RECITALS:

Α. On January 17, 2018, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in the amount of \$274,378. for Civil Engineering and Land Surveying for Cross Alameda Trail (CAT/RAMP).

Β. On July 18, 2019, an agreement was entered into by and between City and Provider (hereinafter "First Amendment to Agreement") in the amount of \$25,000.

C. City and Provider desire to modify the Agreement for additional funds to accommodate additional construction support services required due to a) an extended (rainy/wet) construction schedule and 2) additional time and efforts extended in accommodating the City's upgrades, retrofits and/or replacement of most of the Sanitary Sewer and Storm Drain manholes located throughout the CAT/RAMP Project's site, on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

Item No. 3, <u>COMPENSATION TO PROVIDER</u>, Paragraph 2 of the Agreement is 1. modified to read as follows:

"a. The total compensation for work under this Second Amendment to Agreement is not to exceed \$20,000, for a total agreement amount of \$319.378.

Except as expressly modified herein, all other terms and covenants set forth in the 2. Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

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IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

BKF ENGINEERS A California Corporation

Daniel Schaefer Vice President

David A. Lavelle President/CEO

CITY OF ALAMEDA A Municipal Corporation

Eric J. Levitt City Manager

RECOMMENDED FOR APPROVAL

Liam Garland Public Works Director

APPROVED AS TO FORM: City Attorney

byent

Lisa N. Maxwell (Assistant City Attorney

BKF – Second Amendment Civil Engineering & Land Surveying-CAT RAMP RFP RFQ\1.2.8 CIVIL ENGINEER BKF\BKF 2ND AMEND.DOC

Version 10-15-15 G:\PUBWORKS\CIP\91402 CAT (RAMP)\I MANAGEMENT\1.2 CONTRACTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2019

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).									
	DUCER				CONTACT NAME: Nancy Fe	rrick			
Dealey, Renton & Associates					PHONE (A/C, No, Ext); 510-465-3090 FAX (A/C, No): 510-452-2193				
Oakland CA 94604-2675					E-MAIL ADDRESS: nferrick@dealeyrenton.com				
					INSURER(S) AFFORDING COVERAGE NAIC #				
INSURED BKFENGINE					INSURER A : Travelers Property Casualty Company of America INSURER B : The Travelers Indemnity Company of Connecticut				25674
								cut	25682
255 Shoreline Drive, Suite 200					INSURER C : XL Specialty Insurance Company				37885
Re	dwood City CA 94065-1428				INSURER D :				
					INSURER E :				
					INSURER F :				
co	VERAGES CER	TIFIC	CATE	NUMBER: 327340093	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			WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	6808J585363	9/1/2019	9/1/2020	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,	And Arrestone since a contract of the second second
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence) \$ 1,000		000
							MED EXP (Any one person)	\$ 10,000)
	X Cross Liability						PERSONAL & ADV INJURY	\$ 1,000,	000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,0		000
							PRODUCTS - COMP/OP AGG \$2,000		000
	OTHER:						\$		
в	AUTOMOBILE LIABILITY	Y	Y	BA8J591007	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000		000
	X ANY AUTO						BODILY INJURY (Per person) \$		
	OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
	AUTOS ONLY X HIRED X NON-OWNED						PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$	
A	X UMBRELLA LIAB X OCCUB	Y	Y	CUP8J595006	9/1/2019	9/1/2020			
~	EXCESS LIAB CLAIMS-MADE			CUF0J393000	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 5,000		
							AGGREGATE	\$ 5,000,000	
	DED RETENTION \$						Y PER OTH-	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB9K584739	9/1/2019	9/1/2020	X PER OTH- STATUTE ER		
	AND EMPLOTERS LIABLETT Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$ 1,000,	000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000
	yes, describe under ESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$1,000		000	
С	Professional Liability			DPR9948154	9/1/2019	9/1/2020	Per Claim	\$5,000	
							Annual Aggregate	\$7,000	1,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: BKF Job #C20145190-14 - City of Alameda CAT/RAMP Project. City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers and ALAMEDA CTC, its officers, employees and consultants are named as Additional Insured for General and Auto Liability as required by written contract or agreement. General Liability Insurance is Primary and Non-Contributory and a Severability of Interest applies per policy form. A Waiver of Subrogation applies per the attached endorsement(s). 30 Days Notice of Cancellation.									
CERTIFICATE HOLDER CANCELLATION 30 Days Notice of Cancellation									
City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda. CA 94501					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				

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POLICY NUMBER 6808J585363

COMMERCIAL GENERAL LIABILITY ISSUED DATE: 09/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location of Covered Operations:

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

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

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COMMERCIAL GENERAL LIABILITY ISSUED DATE: 09/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

Location And Description Of Completed Operations

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

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY COVERAGE

NAMED INSURED: BKF Engineers

POLICY NUMBER: 6808J585363

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

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

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

- 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

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 – COV-ERED 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

- 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

performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS 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:

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

- D. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
 - 1. The following replaces Paragraph A.2.a.(2) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
 - 2. The following replaces Paragraph A.2.a.(4) of SECTION II – COVERED AUTOS LIABILITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SEC-TION I – COVERED AUTOS:

- 1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.
- F. HIRED AUTO PHYSICAL DAMAGE

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

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".
- (5) This Coverage Extension does not apply to:
 - (a) Any "auto" that is hired, rented or borrowed with a driver; or
 - (b) Any "auto" that is hired, rented or borrowed from your "employee".
- G. PHYSICAL DAMAGE TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVER-AGE:

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.

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K. AIRBAGS

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

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

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- **b.** The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

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

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

 The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

- (2) Any:
 - (a) Overdue lease or loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

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

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.

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COMMERCIAL AUTO

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

 The following is added to Paragraph A.1.c., 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. 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 and executed 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.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) - 001

POLICY NUMBER: UB9K584739

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.

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 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS THAT REQUIRES YOU TO OBTAIN EXECUTED THE CONTRACT BEFORE

THAT ARE PARTIE TO A CONTRACT THIS AGREEMENT, PROVIDED YOU THE LOSS.

DATE OF ISSUE: 9/9/2019

ST ASSIGN: CA

017106