

CONTRACT

(Public Works Agreement Formal Bid as Authorized by Public Contract Code Section 10122)
(Siskiyou County Standard Form Contract No. 24-107010-06)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference and shall be furnished by the below stated Contractor in conformance with the "Greenbook" 2024 Edition.

(See Secs. 26,2) Parties: County Department of Facilities Management
(Admin Center)
SISKIYOU COUNTY
1312 Fairlane Road, Suite 4
Yreka, CA 96097

and

Contractor:
Ray-Mac Mechanical Inc.
PO Box 995
Mt. Shasta, CA 96067

(See Sec. 26) Effective Date: October 15, 2024 (See Section 3 for starting date.)

(See Sec. 2) The Scope of Work: Exhibit A attached hereto

(See Sec. 3) Completion Time: Within 365 calendar days from the start date October 15, 2024, as established in the Section 3 and 5, Notice to Proceed or Specifications

(See Sec. 4) Liquidated Damages: \$250.00 per calendar day.

(See Sec. 26) Public Agency's Agent: Thomas Deany, Director of Public Works

(See Sec. 6) Contract Price: Two Hundred and Eighty-Six Thousand, Five Hundred, Sixteen dollars and 23/100 \$286,516.23

(See Sec. 7) Federal Taxpayers I.D.: 680482523, DIR# 1000001165, License# 803028

2. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 26, effective on the date set forth in Section 26, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in conformance with the "Greenbook" 2024 Edition.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

3. **TIME: NOTICE TO PROCEED.** Contractor shall start this work as directed in the specifications or the Notice to Proceed; (October 15, 2024) and shall complete it as specified in Section 1.

4. **LIQUIDATED DAMAGES.** If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5. **INTEGRATED DOCUMENTS.** The plans, drawings and specifications or special provisions of the Public Agency's Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Certifications and Affidavits, required bonds, all issued addenda to such, Contractor's accepted bid for this work, and Notice to Proceed are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

6. **PAYMENT.** (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the fifteenth of each calendar month, the Contractor shall be paid for all work satisfactorily completed through the last day of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

7. **PAYMENTS WITHHELD.** (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

8. **INSURANCE**. (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

9. **BONDS**. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor's faithful performance of this contract and Contractor's payment for all labor and materials hereunder.

10. **FAILURE TO PERFORM**. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

11. **LAWS APPLY**. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially the Civil Rights Act of 1964, Executive Order 11246, Employment Practices Act, Fair Employment Practices Act, and Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1725.5, 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

12. **BREACH OF CONTRACT**. In the event of a Breach of any of the provisions of the Contract and the institution of any action at law respecting the same, the Parties agree that the non-prevailing party shall pay the prevailing party reasonable attorney's fees and costs as may be determined by the court.

13. **SUBCONTRACTORS**. Public Contract Code Sections 4100-4114 (The Subletting and Subcontracting Fair Practices Act) and Labor Code Section 1725.5 (requirement for licensed contractors and subcontractors to register with the Department of Industrial relations) are incorporated herein.

14. **WAGE RATES**. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute

this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR.** Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES.** Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS.** The Public Agency desires to promote the industries and economy of Siskiyou County and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT.** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS & INDEMNIFICATION.** (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION**. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **RECORD RETENTION AND AUDITING**. Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Siskiyou County designated by Public Agency, and without restriction or limitation on their use.

23. **VENUE.** Any litigation involving this contract or relating to the work shall be brought in Siskiyou County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS.** Contractor shall not in its capacity as a contractor with Siskiyou County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Siskiyou County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **USE OF PRIVATE PROPERTY.** Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

26. **TERMINATION.** (a) Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

(b). Termination by Public Agency for default of Contractor: Should contractor default in the performance of this Contract or materially breach any of its provisions, Public Agency, at its option, may terminate this Contract by giving written notification to Contractor.

(c). Termination for Convenience of County: Public Agency shall have the right to terminate all or any part of this Contract for its convenience by providing a notice in writing to Contractor that the Contract is terminated. Upon termination, Contractor shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to Public Agency. Contractor shall receive no payment for or profit on unperformed work. Public Agency shall be entitled to immediate possession of any plans and work upon termination.

(d.) Contractor's indemnity obligations shall survive the termination or cancellation of this contract.

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27. **SIGNATURES & ACKNOWLEDGEMENT.**

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

Michael N. Kobseff, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Ray- Mac Mechanical Inc.

Date: 10/1/2024

Genese McDowell, Vice President
D55E5A2D3ED04CB

Genese McDowell, Vice President

Date: 10/1/2024

David McDowell, Interim Vice President
0146A4B2519C49E...

David McDowell, Interim Vice President

License No.: 803028
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

APPROVED AS TO ACCOUNTING FORM:

FUND	ORGANIZATION	ACCOUNT	ACTIVITY CODE (if applicable)
2164	207030	761010 \$284,016.23	NTE \$286,516.23
1001	107010	761010 \$2500.00	

(Form approved by County Counsel)

Exhibit A

September 11th, 2024

Dear Amanda

Thank you for allowing Ray-Mac Mechanical to bid on the installation of new Carrier Heat Pump Package units and associated components for the Siskiyou County Administration Building located in Yreka, CA. Below is a description of the work to be performed for the installation of the equipment. Our price is based on California Prevailing Wage rates for Plumbers and Pipe-Fitters. ***The pricing set forth in this letter is provided by Ray-Mac Mechanical, Inc. as an approved contractor under RFP #22-107010-06.***

Install the following:

(2) 10 ton Carrier High Static Heat Pump Package units.

(8) 7.5 ton Carrier High Static Heat Pump Package units.

(2) 10 ton Economizers.

(8) 7.5 ton Economizers.

(10) 15kW Heat strip kits.

(10) Power connection kits.

- All associated sheet metal, electrical, low and high voltage electrical.

- Disposal and evacuation of old equipment.

- Crane for setting equipment and materials.

- Start-up, commissioning, and training.

Warranty

We guarantee our workmanship for 1 year.

1-Year Parts

5-Years Compressors

5-Years Electric heaters

Does not include:

Permits, fees, or any items not listed above.

Payment:

Partial Billing at time of equipment delivery, 100% upon completion

NOTICE

Units with R410A Refrigerant must be ordered by 9-12-24 to ensure production prior to Phase-Out. Lead time on R410A units is currently 11-12 weeks plus freight time. If not ordered by 9-12-24 Units will be built with new R454B Refrigerant, and no lead times are currently available for that equipment.

October 1, 2024

These Units are the only models that have the same footprint as the existing equipment and will not require a complete rebuild of the roof, curbs, and ductwork.

Pricing

The price for the above is \$284,016.23

***If Bond is required, please add an additional \$2,500.00**

***Price valid for 30 days. Equipment and material costs schedule to change after that.**

Please feel free to call me regarding this estimate.

Thank-you

Sean Fryer

Ray-Mac Mechanical Inc.

In Process



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2024

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 Becky Huddle Insurance Agency 729 Sunrise Ave Ste 504 Roseville CA 95661	CONTACT NAME: Jared Huddle PHONE (A/C. No. Ext): 916-789-7500	FAX (A/C. No.): 916-789-2545
	E-MAIL ADDRESS: staff.rhuddle@farmersagency.com	
INSURER(S) AFFORDING COVERAGE INSURER A: MID-CENTURY INSURANCE COMPANY		NAIC # 21687
INSURED RAY MAC MECHANICAL, INC. PO BOX 995 MOUNT SHASTA CA 96067	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	606991052	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 <input type="checkbox"/>	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

30 DAY NOTICE OF CANCELATION

RE: Siskiyou Co Jail

Siskiyou County, and any others as required by written contract are included as additional insureds.

See attached endorsements.

CERTIFICATE HOLDER

Siskiyou County
1312 Fairlane Road Suite 4
Yreka, CA 96097

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



J7120
1st Edition

BUSINESS AUTO EXTENSIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

A. Section II - Liability Coverage is amended as follows:

1. The following is added to Paragraph **A.1. Who Is An Insured**:

Blanket Additional Insured

Each person or organization with whom you agree, by virtue of a written contract or agreement, to provide insurance is an "insured", but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy:

- (1) Provided that the contract or agreement is signed and executed by you prior to the "bodily injury" or "property damage" loss; and
- (2) The contract or agreement is in effect during the policy period.

B. Section IV - Business Auto Conditions is amended as follows:

1. The following is added to Paragraph **A.5. Transfer Of Rights Of Recovery Against Other To Us**:

Blanket Waiver Of Subrogation

We waive our right of recovery that we may have against a person or organization, but only to the extent that this is required of you by a written contract or agreement that is signed and executed prior to any "accident" or "loss". This waiver applies only to the person or organization designated in such contract or agreement.

2. The following is added to Paragraph **B.5. Other Insurance**:

Primary And Noncontributory

This insurance will be primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) This contract or agreement is signed and executed by you prior to when the "bodily injury" or "property damage" occurs; and
- (4) This written contract or agreement is in effect during the policy period.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.