

**ATTACHMENT 6**

**AMENDMENT NO. 1 TO THE PROFESSIONAL  
SERVICES AGREEMENT BETWEEN THE  
CITY OF MANTECA AND WOOD RODGERS, INCORPORATED**

This Amendment No. 1 ("Amendment") to Agreement C2022-152 ("Agreement") between the City of Manteca and "Wood Rodgers, Incorporated," is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between "Wood Rodgers, Incorporated" a California corporation ("Consultant") and the City of Manteca, a municipal corporation ("City").

**RECITALS**

A. On October 19, 2022, the City of Manteca approved an Agreement with Consultant to provide professional services for the design and construction of the Nile Garden Well 30 Water Supply Project CIP 21034.

B. City now desires to amend the Agreement in order to expand the scope of services and budget, and extend the agreement deadline of services to be undertaken by the Consultant.

C. Consultant represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.

D. City desires to engage Consultant for the purposes of completing the scope of services identified.

NOW, THEREFORE, the parties hereby agree as follows:

1. Statement of Work. Attachment 1 to the Agreement is hereby amended by adding the tasks set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by reference, "Statement of Work and Activities #2".

2. Paragraph 2 of the Agreement is hereby amended to read as follows:

"2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than March 31, 2025.

3. Paragraph 3 of the Agreement is hereby amended to read as follows:

"3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Attachment 1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1 services shall in no event exceed \$10,500 without additional authorization from the City. In no event shall total

## **ATTACHMENT 6**

compensation for work performed pursuant to this Agreement and Amendment No. 1 exceed \$ 515,947 without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.”

4. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

## ATTACHMENT 6

TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

### CITY OF MANTECA:

Toni Lundgren  
City Manager

### ATTEST:

Cassandra Candini-Tilton,  
Director of Legislative Services

### COUNTERSIGNED:

Shay Narayan  
Director of Finance

### COUNTERSIGNED:

Nancy Bronstein,  
Interim Director of Human Resources

### APPROVED AS TO FORM:

L. David Nefouse, City Attorney

By: Daniella Green, Assistant City Attorney

### CONSULTANT:

Wood Rodgers Incorporated  
(Type name of Consultant/form of organization)\*

Digitally signed by Jeffrey A. Lodge  
DN: C=US, E=jlodge@woodrodgers.com,  
O="Wood Rodgers, Incorporated", OU=Water  
Resources Department, CN=Jeffrey A. Lodge  
Location: Sacramento, CA  
Reason: I am signing this document  
Contact info: jlodge@woodrodgers.com  
Date: 2023.12.07 10:02:33-08'00

Jeffrey A. Lodge

(Signature)

Jeffrey A. Lodge

(Type name and title)

By:

(Signature)

(Type name and title)

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone:

\_\_\_\_\_

**ATTACHMENT 6**

**ATTACHMENT 1**

**STATEMENT OF WORK AND ACTIVITIES #2**

**ATTACHMENT 6**

November 14, 2023

Job Number: 8880001

City of Manteca  
Attn: Elba Mijango, Associate Engineer  
1001 W. Center Street  
Manteca, CA 95337

Dear Mrs. Mijango

**Subject:**

City of Manteca  
Nile Garden Well 30 Water Supply Project, **Amendment No. 1 - FINAL**

Wood Rodgers is submitting this letter requesting a contract amendment to our original contract with the City of Manteca (City) for the Nile Garden Well 30 Water Supply Project. This amendment is for additional requested services to be performed as follows:

**Task 8.0 – Out of Scope Construction Support T&M**

*Above Grade Well Equip/Tmt/PL Bid and Construction* \$10,500

This is to supplement the existing Above Grade Well Equipping, Treatment, Pipeline and Landscape task with additional budget for the wrought iron fence, walking path and landscape additions design additions for the project. These funds are for additional questions during bidding and construction along with submittals and coordination for the work. In addition, this task will include the Nile Garden Elementary School Tie In coordination with Manteca Unified Scholl District engineer to discuss location and need for blow-off, line flushing, the tie-in to the school, and the cross connection testing.

**Total Extra Work: \$10,500**

Wood Rodgers respectfully requests approval of \$10,500 for the Nile Garden Well 30 Project for performing the requested additional work.

We look forward to continuing our work with you and the City of Manteca on this project as it continues through design, bidding and construction. If you have any questions or require additional information, please call me (916) 341-7421 (office) or (916) 317-6108 (cell).

To approve the additional work and costs, please sign and return this Contract Amendment Request.

Sincerely,

IN AGREEMENT WITH THE ABOVE TERMS:

Wood Rodgers, Inc.

City of Manteca

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City of Manteca  
Nile Garden Well 30 Water Supply Project  
November 14,, 2023  
Page 2



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Jeffrey A. Lodge, PE  
Principal Engineer

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By:

---

Name:

---

Title:



# CERTIFICATE OF LIABILITY INSURANCE

# ATTACHMENT 6

MM/DD/YYYY  
9/13/2023

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**  
AssuredPartners Design Professionals Insurance Services, LLC  
3697 Mt. Diablo Blvd., Suite 230  
Lafayette CA 94549

License#: 6003745

WOODROD-01

**INSURED**

Wood Rodgers, Inc.  
3301 C Street, Bldg 100B  
Sacramento CA 95816-3342

CONTACT NAME:	Nancy Ferrick
PHONE (A/C, No, Ext):	510-272-1400
FAX (A/C, No):	
E-MAIL ADDRESS:	nancy.ferrick@assuredpartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Continental Casualty Company	20443
INSURER B : Continental Insurance Company	35289
INSURER C : American Casualty Company of Reading,	20427
INSURER D : XL Specialty Insurance Company	37885
INSURER E : National Fire Insurance of Hartford	20478
INSURER F :	

## COVERAGEs

CERTIFICATE NUMBER: 1762373912

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"/> Contractual Liab <input checked="" type="checkbox"/> Sev. of Interest  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC  OTHER:	Y	Y	7034275106	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
						MED EXP (Any one person)	\$ 15,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$	
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7034275090	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$:	Y	Y	7034275087	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000	
							\$	
B	<input checked="" type="checkbox"/> 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	7034275123 7034275137	10/1/2023 10/1/2023	10/1/2024 10/1/2024	<input checked="" type="checkbox"/> PER STATUTE 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 (Includes Pollution Liability)			DPR5016975	10/1/2023	10/1/2024	Per Claim Annual Aggregate	\$ 5,000,000 \$ 7,000,000

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

Umbrella Liability policy is follow-form to underlying: General Liability/Auto Liability/Employer's Liability.

RE: Nile Garden Well 30 Water Supply Project. (WR #: 8880001) The City of Manteca, its officers, officials, employees, agents and volunteers 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 interests clause applies per policy form. Waiver of Subrogation applies per the attached endorsement(s). 30 Days Notice of Cancellation.

## CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of 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

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Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  1. the **written contract** requires you to provide the additional insured such coverage; and
  2. this **coverage part** provides such coverage.

**II. But if the **written contract** requires:**

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:**

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

**IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:**

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:**



**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## Architects, Engineers and Surveyors General Liability Extension Endorsement

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B -Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

### 22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

### 23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

**WHO IS INSURED** is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

### 24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

### 25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

### 26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work included in the products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

CNA74858XX (1-15)

Policy No: 7034275106

Continental Casualty Company

Insured Name: WOOD RODGERS, INC.

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**ATTACHMENT 6**  
**Business Auto Policy**  
**Policy Endorsement**

**DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** WOOD RODGERS, INC.

**Endorsement Effective Date:** 10/01/2023

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

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

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Policy No: 7034275090

Endorsement No: 7; Page: 1 of 1

Underwriting Company: National Fire Insurance Of Hartford, 151 N Franklin St, Chicago, IL 60606



**ATTACHMENT 6**  
**Business Auto Policy**  
**Policy Endorsement**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** WOOD RODGERS, INC.

**Endorsement Effective Date:** 10/01/2023

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Policy No: 7034275090

Endorsement No: 5; Page: 1 of 1

Underwriting Company: National Fire Insurance Of Hartford, 151 N Franklin St, Chicago, IL 60606



**ATTACHMENT 6**  
**Business Auto Policy**  
**Policy Endorsement**

**ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

**SCHEDULE**

**Name of Additional Insured Person Or Organization**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c. of Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Policy No: 7034275090

Endorsement No: 15; Page: 1 of 1

Named Insured: Wood Rodgers, Inc.

Underwriting Company: National Fire Insurance Of Hartford, 151 N Franklin St, Chicago, IL

60606

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**ATTACHMENT 6**  
**Workers Compensation And Employers Liability Insurance**  
**Policy Endorsement**

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

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Policy No: 7034275123

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Continental Insurance Company

Named Insured: Wood Rodgers, Inc.

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**ATTACHMENT 6**  
**Workers Compensation And Employers Liability Insurance**  
**Policy Endorsement**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Policy No: 7034275137

Endorsement No: 4; Page: 1 of 1

Underwriting Company: American Casualty Company Of Reading, PA

Named Insured: Wood Rodgers, Inc.