#### BID NO. 10407 CONTRACT FOR PUBLIC WORK COUNTY OF MONTEREY STATE OF CALIFORNIA

THIS AGREEMENT, made in the County of Monterey, State of California, by and between the COUNTY OF MONTEREY, hereinafter called the County, and Nor-Cal Contractor, hereinafter called the Contractor,

WITNESSETH that the County and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following-titled project:

Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO. 10407 for Calendar year 2013 (January 1, 2013 through December 31, 2013)

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. This contract is for annual repairs for the calendar year 2013 during which the Contractor will be called upon to complete incremental portions of the work as directed at various times during 2013. The Contractor shall begin each increment of work within 10 working days of notification from the Engineer and shall perform the work on a continuing basis until complete. The term of this Agreement is January 1, 2013 through December 31, 2013.

ARTICLE 3 - CONTRACT PRICE. The County intends to release incremental contract Purchase Orders up to the amount of \$150,000 during the life of the contract which ends December 31, 2013. The County agrees to pay all approved invoices submitted as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents based on the following Item Prices for the items of work completed

ITEM	ESTIMATED	UNIT OF	ITEM	ITEM PRICE TOTAL
NO.	QUANTITY	MEASURE	DESCRIPTION	(in figures)
1.	15,000	Sq.Ft.	2" A.C. Overlay	\$ 23,250.00
2.	45,000	Sq.Ft.	2" A.C. Overlay with Petromat	\$ 74,250.00
3.	10,000	Sq.Ft.	Type 1, 4" deep patch	\$ 40,500.00
4.	3,000	Sq.Ft.	Type 2, 6" deep patch	\$ 18,900.00
5.	4,500	Sq.Ft.	Type 3, 12" deep patch	\$ 28,350.00
6.	4,500	Sq.Ft.	Type 4, 19" deep patch	\$ 36,900.00
7.	9,000	Sq.Ft.	Cold Plane AC (1" wedge grind)	\$ 4,500.00
8.	30,000	Linear Ft.	Road Striping	\$ 10,500.00

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Contractors

Bid, as accepted

Designation of Subcontractors

Contractor's Certificate Regarding Workers' Compensation

Bid Bond

Agreement

Performance Bond

Payment Bond for Public Works

Standard Specifications of the State of California

Special Provisions

Addenda No.

Drawings

Affidavit Concerning Employment of Undocumented Aliens

Noncollusion Affidavit

ALL of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

ARTICLE 5 - PRECONDITION BONDS. Within 10 working days of notification of award by County, and as a precondition to the issuance of a Notice to Proceed, Contractor shall submit to County a Performance Bond and Payment Bond for Public Works as specified in the bid, said bonds being required components of this contract.

ARTICLE 6 - NOTICE. Notice under this contract shall be sent to the parties at the addresses as set forth below. Notice shall be deemed effective upon delivery if personally delivered, upon transmission if sent by facsimile, and on the third day after mailing.

County:	Contractor:
Monterey County Parks Department	Nor-Cal Contractor
Salinas, CA 93915	260 Espinosa Road, Salinas, CA 93907
Phone: (831) 755-4895	Phone:
Fax: (831) 755-4914	Fax:
IN WITNESS WHEREOF, this Agreement has be	en duly executed by the above-named parties.
CONTRACTOR:	COUNTY:
Norcal Contractor	Ву:
Contractor's Business Name	
By Child Hales	Title: Chair, Monterey County Board of Supervisors
Arnoldo Geonzalez Joune	Dated:
Name and Title	APPROVED AS TO FORM:
Dated: 3-13-7013	Deputy County County County
Ву:	Ly MW
	Gary Giboney, Auditor-Controller
Name and Title	342045
Dated:	Mike Derr, Contractors and Purchasing Manager
	Steve S. Mauck, Risk Manager

Instructions: If Contractor is an artificial legal entity, including but not limited to a corporation, limited liability corporation, non-profit corporation, or other company, the full legal name of the entity shall be set forth together with the signatures and titles of the to statutorily specified officers (i.e., one of each: [a] President/Vice President or Chairman, and [b] Secretary/Treasurer or Financial Officer). If Contractor is a partnership or trust, the name of the partnership or trust shall be set forth together with the signature and capacity of the signer (i.e., Partner/Trustee) who has actual authority to execute the Agreement on behalf of the Partnership or Trust. In all cases, additional documentation may be required to substantiate authority of the signing party. If Contractor is contracting in an individual capacity, the individual shall set forth his d.b.a. name, if any, and shall personally sign the Agreement.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is:

Contractors' State License Board P.O. Box 26000 Sacramento, CA 95826 (Business and Professions Code, Section 7030)

#### PERFORMANCE BOND

Bond Number: 784285P Premium: \$1,300.00 Premium is for Contract Term And is subject to adjustment Based on Final Contract Price.

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the County of Monterey, (hereinal has awarded Nor-Cal Contractor	ter designated as "Public Entity") on2013,
hereinafter designated as the "Principal," a cont	ract for the work described as follows:
Annual Maintenance and Repair of Park Roadw Calendar year 2013 (January 1, 2013 through De	ays at Laguna Seca Recreation AreaBID NO. 10407 for ecember 31,2013).
WHEREAS, said Principal is required under the performance of said contract,	terms of said contract to furnish a bond for the faithful
NOW THEREFORE, we, the Principal and Developers Surety and Indemnity Company	
America, for the payment of which sum well and administrators, successors and assign, jointly and THE CONDITION OF THIS OBLIGATION IS heirs, executors, administrators, successors or as and truly keep and perform, the covenants conditalteration thereof made as therein provided, on he the manner therein specified, and in all respects indemnify and save harmless the Public Entity, is obligation shall become null and void, otherwise And the said Surety, for value received, hereby a alteration or addition to the terms of the contract specifications accompanying the same, shall in a	SUCH that if the above bounded Principal, his or its signs, shall in all things strand to and abide by and well tions and agreements in the said contract and any is or their part, to be kept and performed at the time and in acording to their true intent and meaning, and shall ts officers and agents, as therein stipulated, then this
In the event suit is brought upon this bond bythe all litigation expenses incurred by the County in investigation expenses.	County and judgment is recovered, the Surety shall pay such suit, including court costs, expert witness fees and
IN WITNESS WHEREOF, this instrument has be named, on the 14th day of March	een duly executed by the Principal and Surety above,2013.
(Attach required acknowledgments)	by Principal  Developers Surety and Indemnity Company  by Peggy Row Atterney-in-Fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	<b>1</b>
County of Sacramento	}
	AL L. Bulle
On 3/14/2013 before me, Rebeco	ca Overby , Notary Public, sert Name of Notary exactly as it appears on the official seal
Date	SOIL MAINE OF MODELLA ASSESSMENT OF THE OFFICIAL SECTIONS
personally appeared P. Bewley	
	Name(s) of Signer(s)
REBECCA OVERBY S COMM. # 1888111 Q ONOTARY PUBLIC - CALIFORNIA Q SACRAMENTO COUNTY O COMM. EXPIRES MAY 2, 2014 T	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged fo me that he/she/hey executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	Witness my hand and official seal. Signature
Place Notary Seal Above	Signature of Notary Public
Flace Hotally Obditions	O'Gradul of Hotel, Family
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Though the information below is not required by and could prevent fraudulent removal a	OPTIONAL
Though the information below is not required by and could prevent fraudulent removal at Description of Attached Document  Title or Type of Document:	DPTIONAL  law, it may prove valuable to persons relying on the document and reattachment of the form to another document.
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Though the information below is not required by and could prevent fraudulent removal and Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)	DPTIONAL  law, it may prove valuable to persons relying on the document and reattachment of the form to another document.
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Though the information below is not required by and could prevent fraudulent removal at Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Individual  Corporate Officer — Title(s):  Partner  Limited  General  Attorney in Fact  RIGHT THUMBPR	DPTIONAL  law, it may prove valuable to persons relying on the document and reattachment of the form to another document.  Number of Pages:  Signer's Name: Individual Corporate Officer Fittle(s): Partner Limited General Attorney in Fact RIGHT THUMBPRINT
Though the information below is not required by and could prevent fraudulent removal and could prevent fraudulent fraud	DPTIONAL  law, it may prove valuable to persons relying on the document and reattachment of the form to another document.  Number of Pages:  Signer's Name:  Individual  Corporate Officer — Fitle(s):  Partner    Limited   General  Attorney in Fact  Trustee   OF SIGNER
Though the information below is not required by and could prevent fraudulent removal at Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer(s)  Signer's Name:  Individual  Corporate Officer — Title(s):  Partner  Limited  General  Attorney in Fact  RIGHT THUMBPR	DPTIONAL  law, it may prove valuable to persons relying on the document and reattachment of the form to another document.  Number of Pages:  Signer's Name:  Individual  Corporate Officer — Fitle(s):  Partner   Limited   General  Attorney in Fact   RIGHT THUMBPRINT  Trustee   OF SIGNER
Though the information below is not required by and could prevent fraudulent removal	Signer's Name:   Individual   Corporate Officer   Fitle(s):   Partner   Limited   General     Attorney in Fact   Trustee   Guardian or Conservator   Top of thumb here
Though the information below is not required by and could prevent fraudulent removal	Signer's Name:   Signer's Name:   Individual   Corporate Officer   Fitle(s):   Partner   Limited   General   RIGHT THUMBPRINT   Attorney in Fact   Trustee   Guardian or Conservator   Other:   Other:   Other:   Top of thumb here

## POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*L.K. Lau, Peggy Roy, P. Bewley, R. Overby, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of surety-ship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 16, 2012.

By: Daniel Young, Senior Vice-President

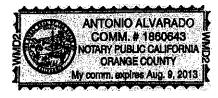
By: Gregg N. Oldgy Vice-President

State of California County of Orange

On November 16, 2012 before me, Antonio Alvarado, Notary Public Here Insert Name and Title of the Officer

Daniel Young and Gregg N. Okura

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this  $\,$  14th  $\,$  day of  $\,$  March  $\,$  ,  $\,$  2013  $\,$  .

Mark J. Lansdon, Assistant Secretary

Bond Number: 784285P Premium included in Performance bond.

#### PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS: That
WHEREAS, the County of Monterey, (hereinafter designated as "Public Entity") on
(hereinafter designated as the "Principal") a contract for the work described as follows:
Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO 10407 for Calendar ye 2013 (January 1, 2013 through December 31, 2013).
WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.
NOW THEREFORE, we, the Principal and Developers Surety and Indemnity Company
as Surety, are held and firmly bound unto the Public Entity in the penal sum one Hundred Fifty Thousand and no/100***********************************
lawful money of the United States of America, for the payment of which sum well and truly to be made, we bin ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present
THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal, his or its subcontractors, heir executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performe under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to such work and labor the survey or sureties will pay for the same, in an amount no exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, court costs, expert witness fee and investigation expenses.
This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification, to, or of any contract plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise suitited to recover under any such contract or agreement or under the bond and that this bond be construed most strongly against the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such thange, extension of time, addition, alteration or modification herein mentioned.
N WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the
Nor-Cal Contractor
by Principal (
Attach required Developers Surety and Indemnity Company
Attach required Developers Surety and Indemnity Company  Surety  Surety
by Peggy Roy, Attorney in Fact

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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· <b>S</b>
Overby Name of Notary exactly as it appears on the official seal
Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/sire/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Witness my hand and official seal.
Signature Signature of Notary Public
v, it may prove valuable to persons relying on the document direattachment of the form to another document.
Number of Pages:
Signer's Name:  Individual Corporate Officer — Title(s): Partner Limited General Attorney in Fact Trustee Guardian or Conservator Of SIGNER  Top of thumb here Signer is Representing:

## POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA

PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*L.K. Lau, Peggy Roy, P. Bewley, R. Overby, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of surety-ship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

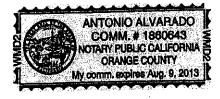
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 16, 2012.

By: Daniel Young, Senior Vice-President  By: Gregg N. Okyly Vice-President	OCT. 5 1936 1936  OWA MANAGEMENT OF THE PROPERTY OF THE PROPER
State of California County of Orange	The manufacture of the state of
1 40 0040	Antonio Alvarado, Notary Public
On November 16, 2012 before me, Date	Here Insert Name and Title of the Officer
n	Daniel Young and Gregg N. Okura
personally appeared	Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 14th day of March 2013

Mark J. Lansdon, Assistant Secretary

ID-1380(Rev.11/12)

COMMPRO INSURANCE SERVICES	CATE OF LIA				DATE (MM/DD/YYY 03/21/2013
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SALINAS CA 93907		INSURER C	NATIONAL UNIC	ON FIRE INSURANCE COM	PANY
COVERAGES		INSURER E.	_		— · · · · · · · · · · · · · · · · · · ·
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JNTY OF MONTEREY		SHOULD ANY OF	THE AROVE DESC	RIBED POLICIES BE CANCELLED	
NTRACT PURCHASING W ALISAL 3RD FLOOR INAS, CA. 93901		WRITTEN NOTICE	TO THE CONTER	MIDED POLICIES BE CANCELLED SSUING INSURER WILL ENDEXE INTERPOLICER NAMED TO THE L FION OR LIABILITY OF ANY KIND U	R TO MAIL 10 DAYS
		AUTHORIZED REP	RESENTATIVE	7,0	

\_\_\_\_\_\_

Policy: AES1022623

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to Itability for "bodily Injury", "property damage" or "personal and 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- "Bodity injury". "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - The propering, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Supervisory, inspection, architectural or engineering activities.
- 2. "Bodily Injuty" or "property damage" occurring
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than aervice, 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
  - b. 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.

POLICY NUMBER: AES1022623

COMMERCIAL GENERAL MABILITY CG 20 37 07 04

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):	Location And Description Of Completed Operations
ALL PERSONS OR ORGANIZATIONS WHERE WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRES ADDITIONAL INSURED COMPLETED OPERATIONS, THIS FORM DOES NOT APPLY TO YOUR WORK ON "RESIDENTIAL PROPERTY"	
information required to complete this Schedule, if not sh	own 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 "bodity injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this andorsament parformed for that additional insured and included in the "productscompleted operations hazard".

POLICY NUMBER AES1022623

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paregraph 4, of SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following

#### 4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

POLICY NUMBER: AES1022623

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Person Or Organization: All persons or organizations where required by written contract with the Named Insured	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions;

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### Waiver of Subrogation

"THE RIGHT TO SUBROGATE AGAINST THE ADDITIONAL INSURED NAMED BELOW IS WAIVED FOR LOSSES PAID WHICH ARISE OUT OF THE OPERATIONS OF THE NAMED INSURED", FOR WHICH THE NAMED ADDITIONAL INSURED HAS NO INDEPENDENT NEGLIGENCE.

#### **CERTIFICATE HOLDER**

\$100

The insurance is Primary and Non-Contributory with respect to any insurance carried by the Additional Insured

COUNTY OF MONTEREY CONTRACT PURCHASING 168 W ALISAL 3RD FL SALINAS CA 93901

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CHAIX & ASSOC INS BROKERS INC 41 CORPORATE PARK STE 310 IRVINE CA 926065181 ARNOLDO GONZALEZ NOR-CAL CONTRACTOR 260 ESPINOZA ROAD SALINAS CA 93907

(949) 722-4177

Name of Insured: ARNOLDO GONZALEZ		Endorsement Effective Date and Time: 03/21/2013 at 11:54 AM		
Policy Number:	BAP0175658	Palicy Term Covers from: 9:23 AM on 05/11/2012 to 05/11/2	2013 at 12:01AM	Endorsement Number: 012
Name of Agency:	CHAIX & ASSOC INS B	ROKERS INC 122800	<u>-</u> :	

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

#### Additional Insured Endorsement

IT IS AGREED THAT INSURANCE AFFORDED BY THE ABOVE POLICY SHALL APPLY TO THE PARTY(S) NAMED BELOW, AS THEIR INTEREST MAY APPEAR BUT SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY. ANY ADDITIONAL INSURED LANGUAGE ON A CERTIFICATE OF INSURANCE IS VOID.

The additional insured named below is only an insured for liability which is the result of an act or omission of the "NAMED INSURED" of the policy and shall have no coverage under this endorsement or the policy for its own acts or omissions, those of its agents or employees, or those of any other person or entity for which it is vicariously liable, save for acts of omissions of the "NAMED INSURED" of the policy. Further, any insurance provided by this endorsement shall be excess to all other insurance available to any person or entity who becomes an insured by reason of this endorsement whether the other insurance is primary or excess and whether or not the other insurance is collectible. In the event the other insurer has a duty to defend any person or entity added to our policy by reason of this endorsement, we will have no duty to defend that person or entity however, we may elect to do so, and, if we do, we will be entitled to the rights of any person or entity we do defend against the other insurer.

#### **ADDITIONAL INSURED**

COUNTY OF MONTEREY CONTRACT PURCHASING 168 W ALISAL 3RD FL SALINAS CA 93901

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Date Printed: 03/21/2013 MAIRA MENA

CN 813 (07/11)

#### CONTRACTOR'S CERTIFICATE REGARDING

#### WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

STATE COMPENSATION INSURANCE FUND 2275 GATEWAY DAKS DRIVE SACRAMENTO, CA 95865 POLICY # 000823-506439-2011

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)