# County of Monterey

Government Center - Board Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

## Meeting Agenda - Final

**Tuesday, September 30, 2025**

**9:00 AM**

**Join via Zoom at https://montereycty.zoom.us/j/224397747 or in person at the address listed above**

## Board of Supervisors

***Chair Supervisor Chris Lopez - District 3***
***Vice Chair Supervisor Wendy Root Askew - District 4***
***Supervisor Kate Daniels- District 5***
***Supervisor Luis A. Alejo - District 1***
***Supervisor Glenn Church - District 2***

**Participation in meetings**

**While the Board chambers remain open, members of the public may participate in Board meetings in 2 ways:**

**1. You may attend the meeting in person; or,**

**2. You may observe the live stream of the Board of Supervisors meetings at https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV or https://www.facebook.com/MontereyCoInfo/**

**If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in 2 ways:**

**a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@co.monterey.ca.us. In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.**

**b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: https://montereycty.zoom.us/j/224397747**

**OR to participate by phone call any of these numbers below:**

**+1 669 900 6833 US (San Jose)**
**+1 346 248 7799 US (Houston)**
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**+1 929 205 6099 US (New York)**
**+1 253 215 8782 US**
**+1 301 715 8592 US**

**Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.**

**You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push *9 on your keypad.**

**PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

**Participación en reuniones**

**Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:**

**1. Podrá asistir personalmente a la reunión; o,**

**2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV o https://www.facebook.com/MontereyCoInfo/**

**Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:**

**a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.**

**b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: https://montereycty.zoom.us/j/224397747**

**O para participar por teléfono llame a cualquiera de estos números a continuación:**

**+1 669 900 6833 EE. UU. (San José)**
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**+1 929 205 6099 EE. UU. (Nueva York)**
**+1 253 215 8782 EE. UU.**
**+1 301 715 8592 EE. UU.**

**Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.**

**Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono, presione *9 en su teclado.**

**TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN DEL PÚBLICO POR ZOOM ES ÚNICAMENTE POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE**

**INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

The Board of Supervisors welcomes you to its meetings, which are regularly scheduled each Tuesday. Your interest is encouraged and appreciated. Meetings are held in the Board Chambers located on the first floor of the Monterey County Government Center, 168 W. Alisal St., Salinas, CA 93901.
As a courtesy to others, please turn off all cell phones and pagers prior to entering the Board Chambers.

ALTERNATE AGENDA FORMATS: If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 USC Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals with a disability requiring a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may make these requests to the Clerk of the Board Office.
CEREMONIAL/APPOINTMENTS/OTHER BOARD MATTERS: These items may include significant financial and administrative actions, and items of special interest, usually approved by majority vote for each program. The regular calendar also includes “Scheduled Items,” which are noticed hearings and public hearings.
CONSENT CALENDAR: These matters include routine financial and administrative actions, appear in the supplemental section by program areas, and are usually approved by majority vote.
TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Walk to the podium and wait for recognition by the Chair. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair, with equal time allocated to opposing sides of an issue insofar as possible. Allocated time may not be reserved or granted to others, except as permitted by the Chair. On matters for which a public hearing is required, please note that a court challenge to the Board’s action may be limited to only those issues raised at the public hearing or in correspondence delivered to the Board at or before the public hearing.
TO ADDRESS THE BOARD DURING PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item and may comment when the Chair calls for general public comment for items that are not on the day's agenda. The timing of public comment shall be at the discretion of the Chair.
DOCUMENT DISTRIBUTION: Documents related to agenda items that are distributed to the Board less than 72 hours prior to the meeting shall be available for public inspection at the Clerk of the Board Office, 168 W. Alisal Street, 1st Floor, Salinas, CA. Documents distributed to the Board at the meeting by County staff will be available at the meeting; documents distributed to the Board by members of the public shall be made available after the meeting.
INTERPRETATION SERVICE POLICY: The Monterey County Board of Supervisors invites and encourages the participation of Monterey County residents at its meetings. If you require the assistance of an interpreter, please contact the Clerk of the Board located in the Monterey County Government Center, 168 W. Alisal St., Salinas - or by phone at (831) 755-5066. The Clerk will make every effort to accommodate requests for interpreter assistance. Requests should be made as soon as possible, and at a minimum 24 hours in advance of any meeting of the Board of Supervisors.
La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado

de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

All documents submitted by the public must have no less than ten (10) copies.
The Clerk of the Board of Supervisors must receive all materials for the agenda packet by noon on the Tuesday one week prior to the Tuesday Board meeting.
Any agenda related writings or documents distributed to members of the County of Monterey Board of Supervisors regarding any open session item on this agenda will be made available for public inspection in the Clerk of the Board's Office located at 168 W. Alisal St., 1st Floor, Salinas, California. during normal business hours and in the Board Chambers on the day of the Board Meeting, pursuant to Government Code §54957.5

HELPFUL INFORMATION/INFORMACION UTIL

Sign Up For Alerts on items you may be interested in to keep informed and up to date on the Monterey County Board of Supervisors

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Regístrese para recibir alertas sobre artículos que le pueden interesar para mantenerse informado y actualizado sobre la Junta de Supervisores del Condado de Monterey

Para crear una alerta, regístrese y siga la Guía del usuario para crear alertas para calendarios, detalles de reuniones, elementos de agenda y detalles de elementos en el siguiente enlace:

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Si necesita ayuda, comuníquese con nuestra oficina al siguiente correo electrónico: cob@co.monterey.ca.us

**NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.**

**PUBLIC COMMENT: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.**

**9:00 A.M. - Call to Order**

**Roll Call**

**Additions and Corrections for Closed Session by County Counsel**

County Counsel will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:

   a. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding four matters of significant exposure to litigation.

   b. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

   c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) *Hernandez, Jesse, et al. v. County of Monterey, et al.* (United States District Court for the Northern District, Case No. 5:13CV02354-BLF)

   d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
   (1) Designated representatives: Andreas Pyper, Kim Moore and Ariana Hurtado
   Employee Organization(s): All Units

**Public Comments for Closed Session**

**The Board Recesses for Closed Session Agenda Items**

Closed Session may be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

**10:30 A.M. - Reconvene on Public Agenda Items**

**Roll Call**

**Pledge of Allegiance**

**Additions and Corrections by Clerk**

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

**Ceremonial Resolutions**

**2.** Adopt a resolution recognizing the 250th anniversary of the Juan Bautista de Anza colonizing expedition of 1775-1776 and the collaborative Auto Tour signage replacement project between the National Park Service and the County of Monterey. (Supervisor Lopez)

**Attachments:** Ceremonial Resolution - 250th Anniversary of the Juan Bautista de Anza Expedition

**3.** Adopt a resolution honoring the Alas Program of Ventures' Familias con Más for its work to build financial resiliency for families in the community of Pajaro in the aftermath of the 2023 flooding. (Supervisor Church)

**Attachments:** Ceremonial Resolution - Ventures Alas

**4.** Adopt a resolution recognizing the Read to Me Project and Proclaiming September as Literacy Leadership Month in Monterey County. (Supervisor Alejo)

**Attachments:** Ceremonial Resolution - Read to Me Project

**5.** Adopt a resolution commending Blackthorne Spas on its 50th Anniversary and recognizing its legacy of service, wellness, and community commitment. (Supervisor Root Askew)

**Attachments:** Ceremonial Resolution - Blackthorne Spas 50th Anniversary

**6.** Adopt a resolution honoring Commander Everett Alvarez Junior, United States Navy, Retired, Naval Aviator and Hometown Hero, for his extraordinary service to the United States and in recognition of his legacy during the 250th Anniversary of the United States Navy and Marine Corps. (Supervisor Alejo)

**Attachments:** Ceremonial Resolution - Commander Everett Alvarez Junior

**7.** Adopt a resolution honoring County Employees Providing Daily Superstar-Quality Customer Service. (Supervisor Lopez)

**Attachments:** Ceremonial Resolution - Customer Service Week

**8.** Adopt a resolution recognizing Jonathan De Anda as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Young Professional of the Year Honoree. (Supervisor Lopez)

**Attachments:** Ceremonial Resolution - Legacy of Leadership De Anda

**9.** Adopt a resolution recognizing Leon E. Panetta as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Legacy Award Honoree. (Supervisor Lopez)

**Attachments:** Ceremonial Resolution - Legacy of Leadership Panetta

**10.** Adopt a resolution recognizing Sergeant Gerardo "Gerry" Magaña as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Public Servant of the Year Honoree. (Supervisor Lopez)

**Attachments:** Ceremonial Resolution - Legacy of Leadership Magana

**11.** Adopt a resolution recognizing Meals on Wheels of the Salinas Valley, Inc. as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Nonprofit of the Year Honoree. (Supervisor Lopez)

**Attachments:** Ceremonial Resolution - Legacy of Leadership Meals on Wheels

**Appointments**

**12.** Correct the term expiration for Estella Padilla to the Equal Opportunity and Civil Rights Advisory Commission from December 31, 2025, to December 31, 2027. (Nominated by Olivia Martinez, Region 2 Director Service Employees International Union (SEIU) Local 521)

**Attachments:** Notification to Clerk of Appt - Estella Padilla
Resume - Estella Padilla
SEIU Appointment Letter - Estella Padilla

**Special Presentation**

**13.** Life on Art: Healing Art Program

**Approval of Consent Calendar – (See Supplemental Sheet)**

**14.** See Supplemental Sheet

**General Public Comments**

**15.** General Public Comments

**Referral Responses**

**16.** Receive a preliminary response to ***Board Referral Number 2025.09*** (Lopez) regarding partnering with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail.

**Attachments:** Board Report
Attachment A – Board Referral #2025.09
Attachment B – Sign Management Plan from NPS
Attachment C – Draft Letter of Intent & Atta from NPS

**12:00 P.M. - Recess to Lunch**

**1:30 P.M. - Reconvene**

**Roll Call**

**Scheduled Matters**

**17.** Receive an update from the County Departments of Social Services, Health, and Natividad on State and Federal policy and budget changes and potential impacts to County of Monterey services.

**Attachments:** Board Report
State and Federal Policy and Budget Impacts - PPT

**Other Board Matters**

**Referral Matrix and New Referrals**

**18.** Referral Matrix and New Referrals

**Attachments:** Board Referral Matrix

**Referral Responses**

**19.** Receive a preliminary analysis report in response to ***Board Referral No.*** **2025.07 (Alejo)** seeking support and financial contribution to The Alisal Arch of East Salinas.

**Attachments:** Board Report
Attachment A - Board Referral No. #2025.07

**20.** Consider a preliminary analysis report in response to **Board Referral No. 2025.10** seeking to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing.

**Attachments:** Board Report
Referral No. 2025.10

**County Administrative Officer Comments**

**21.** County Administrative Officer Comments

**Board Comments**

**22.** Board Comments

**Read Out from Closed Session by County Counsel**

Read out by County Counsel will only occur if there is reportable action(s).

**Adjournment**

**Upcoming Board of Supervisors Meetings for 2025**

2025 Board of Supervisors Meeting Schedule

**Attachments:** 2025 Board of Supervisors Meeting Dates

**Supplemental Sheet, Consent Calendar**

**Natividad Medical Center**

**23.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with The Power Plant LLC, pursuant to the Request for Proposals (RFP) #9600-97 for coffee vendor services at NMC, with an initial agreement term beginning October 1, 2025 through September 30, 2028, with the option to extend the agreement for two (2) additional one (1) year periods, at no cost to the County.
b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to two (2) future amendments to the agreement to exercise the one-year extension options, which, if fully exercised, would extend the agreement through September 30, 2030, as long as there is no cost and no significant changes to the agreement, and subject to County Counsel review.

**Attachments:** Board Report
Agreement with The Power Plant LLC per RFP #9600-97

**24.** Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, extending the agreement an additional one (1) year period (January 1, 2025 through December 31, 2026) for a revised full agreement term of July 1, 2018 through December 31, 2026, and adding $200,000 for a revised total agreement amount not to exceed $2,500,000.

**Attachments:** Board Report
Spin Recruitment Inc. Amendment No. 6
Spin Recruitment Inc. Amendment No. 5
Spin Recruitment Inc. Amendment No. 4
Spin Recruitment Inc. Amendment No. 3
Spin Recruitment Inc. Amendment No. 2
Spin Recruitment Inc. Amendment No. 1
Spin Recruitment Inc. Agreement

**Health Department**

**25.** Approve and authorize the Director of Health Services or designee to sign Amendment No. 4 to Agreement A-14007 between County of Monterey Health Department, Clinic Services Bureau (Clinic Services) and Stericycle, Inc., to increase the contract amount by $40,000 for a revised contract amount not to exceed $233,200 for hazardous medical waste retrieval and disposal services.

**Attachments:** Board Report
Amendment No.4
Amendment No.3
Amendment No.2
Amendment No.1
Agreement

**26.** a. Ratify the execution by the Director of Health Services of a non-standard Agreement with Internet Collaborative Information Management Systems, "iCIMS" for the provision of automated online employment reference checks in the amount of $52,186 for a term of September 18, 2025 through September 17, 2028;
b. Approve the recommendation of the Director of Health Services to accept all non-standard provisions in Agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments to this Agreement where the amendments do not exceed 10% ($5,219) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed the maximum of $57,405.

**Attachments:** Board Report
Non-Standard Subscription Agreement and Order Form

**27.** Accept and approve the Emergency Medical Care Committee's Annual Report for 2024.

**Attachments:** Board Report
EMCC Annual Report - 2024

**Department of Social Services**

**28.** a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No. 1 to Agreement #A-16211 with One Workplace to purchase furniture and installation for the Department of Social Services by adding $2,500,000 for a new revised contract total of $4,500,000 with no change to the contract term of April 19, 2023 through June 30, 2028; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($450,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $4,950,000.

**Attachments:** Board Report
Amendment No. 1
Original Agreement

**29.** a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with the County of Santa Cruz Human Services Department allowing them to use County of Monterey Cherish Receiving Center for the temporary placement of children removed from their homes, where the County of Santa Cruz will reimburse County of Monterey for the placements in an amount not to exceed $168,510 for the period of October 1, 2025 through September 30, 2028; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement that do not encompass payment by Monterey County or significantly change the scope of work.

**Attachments:** Board Report
Agreement

**General Government**

**30.** Receive the action minutes from the May 12 and August 14, 2025, Legislative Committee meetings.

**Attachments:** Board Report
8-14-25 LC Meeting Minutes
5-12-25 LC Meeting Minutes

**31.** Receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2025 for the meetings held on January 29, March 17, April 30, and May 21, 2025.

**Attachments:** Board Report
1-29-25 BC Meeting Minutes
3-17-25 BC Meeting Minutes
4-30-25 BC Meeting Minutes
5-21-25 BC Meeting Minutes

**32.** a. Approve and authorize the Treasurer-Tax Collector Revenue Division's Application for Discharge from Accountability for the collection of approximately $3 million in delinquent court-ordered criminal and traffic fines, fees, penalties, and assessments deemed uncollectible due to age of debt and lack of value where the cost of recovery exceeds the cost of collection efforts, per Government Code Section 25257; and
b. Authorize the Treasurer-Tax Collector or her designee to take all necessary and appropriate action to discharge the accountability of delinquent court-ordered accounts pursuant to Government Code Section 25259.

**Attachments:** Board Report
Attachment A - Application for Discharge from Accountability
Attachment B - Discharge from Accountability Information Sheet

**33.** Adopt a resolution to authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget by increasing appropriations by $1,450,000 in the Sheriff's Office budget (001-2300-8242-SHE001, Program Code: AXONBWC) financed by a release of Measure AA assignment to fund the use of Axon body-cameras in the unincorporated areas of the county. (4/5th vote)

**Attachments:** Board Report
A - Resolution
A - Resolution (Word)
B - June 2024 Board Order
C - Follow up summary from May 2025 Budget Hearings

**Housing and Community Development**

**34.** Approve an Assignment and Assumption Agreement for the Mixed-Use Town Center Development with Phase Three Affordable Rental Housing at East Garrison.
**Proposed California Environmental Quality Act (CEQA) action:** Find the action statutorily exempt pursuant to CEQA Guidelines section 15378(c).

**Attachments:** Board Report
Attachment 1 - Purchase Agreement with Exhibit E Assignment and Assumption Agreement
Attachment 2 - MOA designating CHISPA as Phase Three Affordable Housing Developer

**Public Works, Facilities and Parks**

**35.** a. Award Traffic Striping and Signing Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and a maximum contract value of $2,000,000 to the following bidders: TSS 2025-01 Cato's General Engineering, Inc. dba Cato's Paving and TSS 2025-02 Chrisp Company;
b. Award Roads & Bridges Job Order Contracts for a term of 1 year from date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: R&B 2025-01 Cato's General Engineering, Inc. dba Cato's Paving; R&B 2025-02 The Don Chapin Company, Inc.; R&B 2025-03 A. Teichert & Son, Inc. dba Teichert Construction; R&B 2025-04 Granite Rock Company; R&B 2025-05 Granite Construction Company; and R&B 2025-06 Newton Construction & Management, Inc.;
c. Award Emergency Response Work Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: ERW 2025-01 Granite Construction Company; ERW 2025-02 Granite Rock Company; and ERW 2025-03 A. Teichert & Son, Inc. dba Teichert Construction;
d. Award Facilities Large Capacity Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: FAC-L 2025-01 Quincon, Inc; FAC-L 2025-02 Staples Construction Company Inc.; FAC-L 2025-03 R.F. Koerber, Inc.; and FAC-L 2025-04 Newton Construction &

Management, Inc. FAC-L 2025-05 Angeles Contractor, Inc.;

e. Award Facilities Small Capacity Job Order Contracts for a term of 1 year from the date signed by the County with a minimum contract value of $25,000 and a maximum contract value of $3,000,000 to the following bidders: FAC-S 2025-01 Quincon, Inc.; FAC-S 2025-02 R.F. Koerber, Inc.; and FAC-S 2025-03 Newton Construction & Management, Inc.;

f. Approve the Performance and Payment Bonds for Traffic Striping and Signing Job Order Contracts in the amount of $2,000,000 each by Cato's General Engineering, Inc. and Cato's Paving and Chrisp Company;

g. Approve the Performance and Payment Bonds for Roads & Bridges Job Order Contracts in the amount of $6,210,093 each by Cato's General Engineering, Inc. dba Cato's Paving; The Don Chapin Company, Inc.; A. Teichert & Son, Inc. dba Teichert Construction; Granite Rock Company; Granite Construction Company; and Newton Construction & Management, Inc.;

h. Approve the Performance and Payment Bonds for Emergency Response Work Job Order Contracts in the amount of $6,210,093 each by Granite Construction Company; Granite Rock Company; and A. Teichert & Son, Inc. dba Teichert Construction; and

i. Approve the Performance and Payment Bonds for Facilities Large Capacity Job Order Contracts in the amount of $3,105,047 each by Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc.;

j. Approve the Performance and Payment Bonds for Facilities Small Capacity Job Order Contracts in the amount of $1,000,000 each by Quincon, Inc.; R.F. Koeber, Inc.; and Newton Construction & Management, Inc.;

k. Authorize the Director of the Department of Public Works, Facilities and Parks (PWFP) or the assigned designee to execute the Traffic Striping and Signing, Roads & Bridges, Emergency Response Work, Facilities Large Capacity, and Facilities Small Capacity Job Order Contracts;

l. Ratify the Director of PWFP determination that the bid packages from Newton Construction & Management, Inc. and Quincon, Inc. were responsive upon receipt of supporting bid documents which were confirmed to be non-material administrative corrections; and

m. Authorize the Director of PWFP or the assigned designee to approve future increases to Facilities Large Capacity and Facilities Small Capacity Job Order Contract Performance and Payment Bonds up to the maximum contract value for the following bidders: Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc. in consultation with the Office of the County Counsel.

**Attachments:** Board Report
Attachment A - Bid Summaries JOC TSS, R&B, ERW
Attachment B - TSS 2025-01
Attachment C - TSS 2025-02
Attachment D - R&B 2025-01
Attachment E - R&B 2025-02
Attachment F - R&B 2025-03
Attachment G - R&B 2025-04
Attachment H - R&B 2025-05
Attachment I - R&B 2025-06
Attachment J - ERW 2025-01
Attachment K - ERW 2025-02
Attachment L - ERW 2025-03
Attachment M - FAC-L 2025-01
Attachment N - FAC-L 2025-02
Attachment O - FAC-L 2025-03
Attachment P - FAC-L 2025-04
Attachment Q - FAC-L 2025-05
Attachment R - FAC-S 2025-01
Attachment S - FAC-S 2025-02
Attachment T - FAC-S 2025-03

**36.** a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-Standard Agreement with Axon Enterprises, Inc., for the purchase of Park Ranger equipment and training, effective October 6, 2025 through September 30, 2035, for an amount not to exceed $130,000; and,
b. Approve and authorize the Contracts and Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total of the amendments does not exceed 10% ($13,000) of the Agreement amount and does not significantly change the scope of work, subject to County Counsel approval, for an aggregate not to exceed maximum of $143,000.

**Attachments:** Board Report
Attachment A - non-Standard Agreement with Axon Enterprises, Inc.

**Introduced:** 9/22/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Closed Session

Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding four matters of significant exposure to litigation.

b. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Hernandez, Jesse, et al. v. County of Monterey, et al.* (United States District Court for the Northern District, Case No. 5:13CV02354-BLF)

d. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
(1) Designated representatives: Andreas Pyper, Kim Moore and Ariana Hurtado
Employee Organization(s): All Units

# County of Monterey

## Board Report

**Legistar File Number: CR 25-120**

# Item No.2

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 8/12/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution recognizing the 250th anniversary of the Juan Bautista de Anza colonizing expedition of 1775-1776 and the collaborative Auto Tour signage replacement project between the National Park Service and the County of Monterey. (Supervisor Lopez)

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a resolution recognizing the **250th anniversary of the Juan Bautista de Anza colonizing expedition of 1775-1776** and the collaborative Auto Tour signage replacement project between the National Park Service and the County of Monterey.

**WHEREAS,** in 1775 through 1776, Juan Bautista de Anza led an expedition of some 240 men, women, and children on an epic journey from present-day Nogales, Arizona, to the San Francisco Bay Area to establish the first non-Native settlement there; and

**WHEREAS,** this expedition passed through what is now Monterey County, including a significant extended stay at the Presidio of Monterey, then the northernmost outpost of Alta California; and

**WHEREAS,** the Juan Bautista de Anza National Historic Trail today spans 1,200 miles, linking history, culture, and recreation across the southwestern United States and California, serving as an enduring tribute to the people, places, and histories shaped by this expedition; and

**WHEREAS,** the Auto Tour Route and signage along the trail allow motorists to experience the historic and scenic vistas encountered by the Anza Expedition, enhancing public access to these cultural landmarks across cities and travel corridors; and

**WHEREAS,** in recognition of the **250th anniversary of the Anza Expedition**, the National Park Service is partnering with land managers and counties, including the County of Monterey, to replace and update Auto Tour signage to ensure greater visibility, clarity, and historical context for visitors; and

**WHEREAS,** the updated Auto Tour signage in Monterey County includes the replacement of fourteen official Juan Bautista de Anza National Historic Trail signs, eleven in District Three, one in District Five, and two in District Two, to better support public engagement with the trail; and

**WHEREAS,** this effort includes an official Sign Management Plan and a Letter of Intent signed by both the National Park Service and the County of Monterey to outline the design specifications and locations for these signs; and

**WHEREAS,** the 250th anniversary commemoration of the Anza Expedition offers an important opportunity to honor Hispanic, Latine, and Afro-Latine heritage, recognize the impacts of colonial expansion on Indigenous peoples, and promote understanding of the complex historical narratives that have shaped our region; and

**WHEREAS,** the County of Monterey is proud to serve as a steward of this historic trail and is committed to preserving and promoting inclusive history through this partnership.

**NOW, THEREFORE BE IT RESOLVED,** that the Monterey County Board of Supervisors hereby recognizes the **250th anniversary of the Juan Bautista de Anza colonizing expedition** of 1775-1776 and expresses its sincere appreciation to the National Park Service for their collaboration on the Auto Tour signage replacement project; and

**BE IT FURTHER RESOLVED,** that the Board of Supervisors affirms its continued commitment to public education, historic preservation, and equitable storytelling through its support of the Juan Bautista de Anza National Historic Trail.

**PASSED AND ADOPTED** on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-162**

# Item No.3

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/19/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution honoring the Alas Program of Ventures' Familias con Más for its work to build financial resiliency for families in the community of Pajaro in the aftermath of the 2023 flooding. (Supervisor Church)

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a resolution honoring the ***Alas*** Program of **Ventures' Familias con Más** for its work to build financial resiliency for families in the community of Pajaro in the aftermath of the 2023 flooding.

**WHEREAS, Ventures** partners with rural working-class families in California's Central Coast to ensure that individuals understand and use their economic and political power. From building their savings to advocating for a living wage, Ventures' approach builds community and connects financial stability, wealth building, and self-determination. This work creates dignity by recognizing, acknowledging, and valuing community members' leadership in making change happen; and,

**WHEREAS,** Ventures program **Familias con Más** provides financial education and advocacy to help rural working-class families with all aspects of money—understanding it, managing it, and saving it; and,

**WHEREAS, Familias con Más** includes ***Alas***, which means *wings* in Spanish, is a six-month guaranteed income, leadership, and financial stability program to help working-class families build community, self-determination, and financial wellbeing; and,

**WHEREAS,** The March 2023 Pajaro levee breach devastated an already vulnerable community, displacing families and disrupting livelihoods. Pajaro's residents, predominantly rural, working-class Latine individuals, face systemic challenges such as limited financial literacy, barriers to accessing banking and credit services, and precarious employment in seasonal industries like agriculture;and,

**WHEREAS,** Ventures deployed **Familias con Más** and the ***Alas*** programs to focus on equipping Pajaro residents with the tools to build financial resilience, enhance their economic prospects, and prepare for future challenges; and,

**WHEREAS,** 44 residents of Pajaro completed the 6-month program guaranteed income and financial stability program, co-funded with discretionary funds by District 2 Supervisor Glenn Church, and were recognized in a ceremony on September 12, 2025; and,

**NOW, THEREFORE BE IT RESOLVED,** that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes Ventures' **Familias con Más** and the ***Alas*** program for working towards a shared and prosperous economic future where zip code, race, gender, or immigration status do not dictate income or wealth.

**PASSED AND ADOPTED** on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-159**

# Item No.4

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/18/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution recognizing the Read to Me Project and Proclaiming September as Literacy Leadership Month in Monterey County. (Supervisor Alejo)

***Before the Board of Supervisors in and for the***
***County of Monterey, State of California***

**Resolution No.:**
Adopt Resolution Recognizing the **Read to Me Project** and Proclaiming September as **Literacy Leadership Month** in Monterey County

**WHEREAS,** The **Read to Me Project,** a nonprofit 501(c)(3) organization founded in 2011, has a mission to help underserved children achieve kindergarten readiness and a lifetime of literacy by empowering grade school students to read to their younger siblings, fostering long-term academic success, social connection, and emotional growth; and

**WHEREAS,** The **Read to Me Project's** innovative leadership-through-literacy model uplifts not only the students they serve, but also their younger siblings, families, teachers, schools, and broader communities, providing an evidence-based approach to breaking the cycle of generational illiteracy; and

**WHEREAS,** Since its founding, the **Read to Me Project** has expanded to serve more than 4,000 students across over one hundred classrooms throughout Monterey County, prioritizing schools and families with the greatest needs while empowering older students to become confident leaders and role models in their communities; and

**WHEREAS,** Literacy continues to be a crisis at the local, state, and national levels, requiring ongoing commitment and innovative solutions; and

**WHEREAS,** The **Read to Me Project** affirms that literacy is more than an academic skill, it is a gateway to opportunity, equity, and stronger, more resilient communities.

**NOW, THEREFORE, BE IT RESOLVED,** that the County of Monterey Board of Supervisors, on behalf of the County and all its residents thereof, hereby recognizes the **Read to Me Project** for its outstanding contributions to education and community leadership, and proclaims **the month of September as Literacy Leadership Month** in Monterey County.

**PASSED AND ADOPTED** this _____ day of _____, 2025, by the following vote, to wit:
**AYES:**
**NOES:**

**ABSENT:**

I, Valeria Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2025.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California.

By_____
_
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-155**

# Item No.5

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/11/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution commending Blackthorne Spas on its 50th Anniversary and recognizing its legacy of service, wellness, and community commitment. (Supervisor Root Askew)

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a resolution commending **Blackthorne Spas** on its **50th Anniversary** and recognizing its legacy of service, wellness, and community commitment.

**WHEREAS, Blackthorne Spas** has been a trusted and respected business in the County of Monterey since 1975, providing high-quality service, hot tubs, swim spas, saunas, cold plunges, and other wellness products that enrich the lives of its customers; and

**WHEREAS, Blackthorne Spas** was founded by Locksin Thompson, whose guiding principle was to *"do the right thing because it's the right thing to do"*, a value that has shaped the company's reputation for integrity, quality, and outstanding service for five decades; and

**WHEREAS,** under the current leadership of CFO and Owner Malina Breaux, daughter of founder Locksin Thompson, **Blackthorne Spas** has continued to grow while staying true to its mission and current motto, *"Wellness for Every Body"*, ensuring that health, relaxation, and well-being are accessible to all; and

**WHEREAS, Blackthorne Spas** has demonstrated a long-standing commitment to giving back to the community through its support of local organizations and causes, including the Food Bank for Monterey County, the Boys & Girls Clubs of Monterey County, the Monterey County 4-H Camp program, Hitchcock Road Animal Services, and other nonprofit initiatives that strengthen and uplift the community; and

**WHEREAS,** for fifty years, **Blackthorne Spas** has contributed to the local economy, provided employment opportunities, and supported the County of Monterey community through sponsorships, charitable donations, and volunteer initiatives, becoming not only a successful business but a valued neighbor; and

**WHEREAS,** the County of Monterey Board of Supervisors recognizes that **Blackthorne Spas'** longevity and success are the direct result of a deep-rooted commitment to excellence, ethical business practices, and community engagement.

**NOW, THEREFORE BE IT RESOLVED,** that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby commends and congratulates **Blackthorne Spas** on the occasion of its **50th Anniversary**, honors its decades of service, celebrates its legacy of "doing the right thing because it's the right thing to do", and looks forward to its continued mission of delivering "Wellness for Every Body" for generations to come.

**PASSED AND ADOPTED** on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-158**

# Item No.6

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/16/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution honoring Commander Everett Alvarez Junior, United States Navy, Retired, Naval Aviator and Hometown Hero, for his extraordinary service to the United States and in recognition of his legacy during the 250th Anniversary of the United States Navy and Marine Corps. (Supervisor Alejo)

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a resolution honoring **Commander Everett Alvarez Junior**, United States Navy, Retired, Naval Aviator and Hometown Hero, for his extraordinary service to the United States and in recognition of his legacy during the 250th Anniversary of the United States Navy and Marine Corps.

**WHEREAS, Commander Everrett Alvarez Junior,** United States Navy, Retired, born in Salinas, California, is the grandson of Mexican immigrants and a graduate of Santa Clara University, where he earned a degree in Electrical Engineering before joining the United States Navy as an aviator in 1960; and

**WHEREAS,** on August 5, 1964, at the age of twenty-six and while serving aboard the USS Constellation, Commander Alvarez was shot down during a mission over North Vietnam in the immediate aftermath of the Gulf of Tonkin incident, becoming the first American aviator captured in Vietnam; and

**WHEREAS, Commander Alvarez** endured eight years and seven months of brutal captivity at the Hỏa Lò Prison, known as the "Hanoi Hilton," making him the second-longest-held Prisoner of War in United States history; and

**WHEREAS,** throughout his captivity, **Commander Alvarez** drew strength from his faith in God and from the mutual support of fellow prisoners, holding fast to the philosophy that they would never let each other down, and returning home with integrity, honor, and resilience; and

**WHEREAS,** following his release on February 12, 1973, **Commander Alvarez** went on to distinguished service in military, academic, legal, and government fields, earning a Master's degree from the Naval Postgraduate School in Monterey, a Juris Doctorate from George Washington School of Law, and serving as Deputy Director of the Peace Corps, Deputy Administrator of the Veterans Administration, and as Chief Executive Officer of Alvarez LLC; and

**WHEREAS, Commander Alvarez** is the author of two books recounting his experiences, has served on the Board of Regents of the Uniformed Services University for twenty-one years, and with his wife Tammy, they have dedicated themselves to projects supporting wounded warriors, including the Green Road Project at Walter Reed; and

**WHEREAS,** in recognition of his lifelong dedication to the United States, **Commander Alvarez** was awarded the Congressional Gold Medal on December 23, 2024, and on January 15, 2025, Secretary of the Navy Carlos Del Toro announced that the seventh Constellation-class frigate would be named the USS Everett Alvarez in his honor.

**NOW, THEREFORE BE IT RESOLVED,** that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby recognizes Commander Alvarez for his extraordinary service to the United States, his steadfast courage as a Prisoner of War, and his

lifelong contributions to veterans and the community, and proudly recognizes him as a Hometown Hero.

**PASSED AND ADOPTED** on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-157**

# Item No.7

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/16/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution honoring County Employees Providing Daily Superstar-Quality Customer Service. (Supervisor Lopez)

*Before the Board of Supervisors in and for the*
*County of Monterey, State of California*

**Resolution No.:**

| | | |
|---|---|---|
| Adopt a resolution honoring County Employees Providing Daily Superstar-Quality Customer Service | ) ) | **Customer Service Week** |

**WHEREAS**, the County of Monterey (County) is observing its sixth annual Customer Service Week – a significant celebration proclaimed in 1992 as the first whole week of October by the U.S. Congress;

**WHEREAS**, "Customer Service Superstars-Making a Difference Every Day!" will be celebrated from October 6th through 10th, 2025; and

**WHEREAS,** County employees consistently go above and beyond in delivering exemplary service to the community; and

**WHEREAS,** County employees anticipate and address the needs of their customers, while remaining steadfast in the face of internal and external challenges such as limited resources, natural disasters, and socio-political or economic pressures; and

**WHEREAS**, County employees serve with unwavering dedication, ensuring customer satisfaction through responsiveness, expertise, compassion, and courtesy; and

**WHEREAS**, County leadership expresses its sincere appreciation to County employees for their unwavering commitment to excellence in service to both internal and external stakeholders; and

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Supervisors of the County of Monterey formally recognizes and commends County employees for their outstanding service throughout the year; and

**BE IT FURTHER RESOLVED,** that the Board of Supervisors deeply acknowledges the exceptional efforts of County employees, as they consistently exceed the expectations of the community by providing daily superstar-quality customer service, and extends its heartfelt gratitude for their continued dedication and service.

**PASSED AND ADOPTED** on this _____ day of _____, 2025, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

I, Valeria Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2025.
Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California.

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-163**

# Item No.8

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/25/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution recognizing Jonathan De Anda as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Young Professional of the Year Honoree. (Supervisor Lopez)

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a resolution recognizing **Jonathan De Anda** as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Young Professional of the Year Honoree.

**WHEREAS,** the Salinas Valley Chamber of Commerce Legacy of Leadership Gala honors individuals whose extraordinary dedication, integrity, and service have made a lasting and meaningful impact on the community; and

**WHEREAS,** the Young Professional of the Year Award recognizes outstanding business leaders between the ages of twenty-one and forty who exemplify professional excellence and demonstrate a strong commitment to civic responsibility, volunteerism, and philanthropy; and

**WHEREAS, Jonathan De Anda** serves as the General Manager of the Salinas Regional Sports Authority, where he leads initiatives that expand access to sports, wellness, and community development, positively impacting thousands of local families each week; and

**WHEREAS, Jonathan De Anda** holds a Master of Science in Sport Management from the University of San Francisco and a Bachelor of Science in Business Administration from Notre Dame de Namur University, reflecting his commitment to professional growth and leadership; and

**WHEREAS,** beyond his professional role, **Jonathan De Anda** is deeply engaged in strengthening the community, serving on the Advisory Council of the Siembra Latinos Fund at the Community Foundation for Monterey County to support philanthropy and equity for Latino families; and

**WHEREAS, Jonathan De Anda** mentors young athletes as a coach for the York School Boys' Soccer Team, fostering personal growth, teamwork, and leadership skills both on and off the field; and

**WHEREAS,** through his passion for leveraging sports and service as tools for opportunity, **Jonathan De Anda** continues to create inclusive pathways for youth and families, helping shape a healthier, more connected Salinas Valley.

**NOW, THEREFORE BE IT RESOLVED,** that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby congratulates **Jonathan De Anda** as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Young Professional of the Year Honoree and extends its deepest gratitude for his outstanding leadership, dedication, and commitment to the Salinas Valley community.

**PASSED AND ADOPTED** on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-164**

# Item No.9

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/25/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution recognizing Leon E. Panetta as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Legacy Award Honoree. (Supervisor Lopez)

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a resolution recognizing **Leon E. Panetta** as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Legacy Award Honoree.

**WHEREAS,** the Salinas Valley Chamber of Commerce Legacy of Leadership Gala honors exceptional individuals who have demonstrated exemplary leadership, dedication, and service in making the Salinas Valley a better place to live, work, and thrive; and

**WHEREAS, Leon E. Panetta** has dedicated more than fifty years to public service at the highest levels of government and education, leaving an indelible impact on the Salinas Valley, the nation, and the world; and

**WHEREAS, Leon E. Panetta** began his career in 1964 as a First Lieutenant in the United States Army, earning the Army Commendation Medal, and later served as Director of the Office for Civil Rights at the Department of Health, Education and Welfare, where he enforced equal education laws; and

**WHEREAS,** elected to represent the California Central Coast in the U.S. House of Representatives, **Leon E. Panetta** served sixteen years with distinction before joining the Clinton Administration as Director of the U.S. Office of Management and Budget and later as White House Chief of Staff, where he was instrumental in achieving a balanced federal budget; and

**WHEREAS, Leon E. Panetta** went on to serve as Director of the Central Intelligence Agency, overseeing the operation that brought Osama bin Laden to justice, and was unanimously confirmed by the U.S. Senate as the twenty-third Secretary of Defense, where he developed a new defense strategy for the 21st century; and

**WHEREAS,** In 1997, **Leon E. Panetta** and his wife, Sylvia founded the Panetta Institute for Public Policy at CSU Monterey Bay, a non-partisan, not-for-profit study center that continues to inspire young people to pursue lives of public service; and

**WHEREAS, Leon E. Panetta** has chronicled his career in his best-selling memoir *Worthy Fights* and remains a proud son of the Salinas Valley whose values of hard work, service, and community are reflected in his legacy; and

**NOW, THEREFORE BE IT RESOLVED,** that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby congratulates **Leon E. Panetta** as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Legacy Award Honoree and extends its deepest gratitude for his lifetime of service and commitment to the Salinas Valley and beyond.

**PASSED AND ADOPTED** on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-165**

# Item No.10

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/25/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution recognizing Sergeant Gerardo “Gerry” Magaña as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Public Servant of the Year Honoree. (Supervisor Lopez)

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a resolution recognizing **Sergeant Gerardo "Gerry" Magaña** as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Public Servant of the Year Honoree.

**WHEREAS,** the Salinas Valley Chamber of Commerce Legacy of Leadership Gala honors individuals who exemplify extraordinary dedication, integrity, and service to the community; and

**WHEREAS,** the Public Servant of the Year Award recognizes those whose leadership and commitment to the public good have made a lasting and meaningful impact on the lives of others; and

**WHEREAS, Gerardo Magaña** has faithfully served the City of Salinas for twenty-one years, demonstrating versatility and professionalism in assignments that include the Patrol Division, Special Operations, Violence Suppression Task Force, Field Training Officer, Sexual Assault Detective, Canine Handler, and Mounted Unit; and

**WHEREAS, Gerardo Magaña** is a proud first-generation American whose parents immigrated from Michoacán, Mexico, and is deeply rooted in Salinas, with an educational foundation that includes an Associate of Arts degree in Criminal Justice from Hartnell College and a Bachelor of Science degree in Criminal Justice Management from Union Institute University; and

**WHEREAS,** for more than nineteen years, **Gerardo Magaña** has organized and personally contributed to the Annual Christmas Toy Drive in East Salinas, providing holiday cheer to hundreds of children and families while strengthening community trust in law enforcement; and

**WHEREAS, Gerardo Magaña's** service extends beyond policing through his participation in the Cops Care Cancer Foundation Fantasy Flight, the Salinas Valley Chamber of Commerce Foundation's Children's Shopping Tour, and other charitable community events that uplift youth and families; and

**WHEREAS,** year-round, **Gerardo Magaña** remains a visible and approachable presence in the community, offering public talks, providing crime updates on Spanish-language radio, and returning to his alma mater, Los Padres Elementary, to inspire students and support families.

**NOW, THEREFORE BE IT RESOLVED,** that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby congratulates **Gerardo Magaña** as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Public Servant of the Year Honoree and extends its deepest gratitude for service and commitment to the Salinas Valley and beyond.

**PASSED AND ADOPTED** on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:
ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: CR 25-166**

# Item No.11

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/25/2025
**Version:** 1

**Current Status:** Ceremonial Resolution
**Matter Type:** Ceremonial Resolution

Adopt a resolution recognizing Meals on Wheels of the Salinas Valley, Inc. as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Nonprofit of the Year Honoree. (Supervisor Lopez)

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a resolution recognizing **Meals on Wheels of the Salinas Valley, Inc.** as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Nonprofit of the Year Honoree.

**WHEREAS,** the Salinas Valley Chamber of Commerce Legacy of Leadership Gala honors individuals and organizations whose extraordinary dedication, integrity, and service have made a lasting and meaningful impact on the community; and

**WHEREAS,** the Nonprofit of the Year Award recognizes outstanding organizations whose visionary leadership, commitment, and programs have uplifted individuals, empowered communities, and driven meaningful change throughout the Salinas Valley; and

**WHEREAS,** for fifty-three years, **Meals on Wheels of the Salinas Valley** has supported and nourished seniors through its home-delivered meals program, providing essential nutrition and fostering independence among older adults; and

**WHEREAS, Meals on Wheels of the Salinas Valley** has expanded its impact to include congregate meals and senior social lunch programs, and in 2021 launched a series of monthly senior social gatherings across both South and North County communities, offering lunch, music, activities, and opportunities for social connection; and

**WHEREAS, Meals on Wheels of the Salinas Valley** expanded its programs with additional senior socials in Salinas and Marina, bringing the total to seven monthly events across Monterey County in 2025, providing seniors with not only free meals but also access to local nonprofit resources and fresh produce through partnerships with organizations such as the Food Bank for Monterey County; and

**WHEREAS,** widely praised by seniors, elected officials, and community leaders, **Meals on Wheels of the Salinas Valley's** senior social lunch programs have become a vital source of joy, health, and community connection, helping to combat senior isolation and hunger in the Salinas Valley.

**NOW, THEREFORE BE IT RESOLVED,** that the County of Monterey Board of Supervisors on behalf of all the County and its residents, thereof, hereby congratulates **Meals on Wheels of the Salinas Valley** as the Salinas Valley Chamber of Commerce 2025 Legacy of Leadership Nonprofit of the Year Honoree and extends its tireless service, commitment, and lasting contributions to the well-being of seniors and the broader community.

**PASSED AND ADOPTED** on this __ day of ___ 2025, upon motion of Supervisor _____, seconded by Supervisor _____ by the following vote, to-wit:

AYES:
NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book ___ for the meeting on _____.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By_____
Deputy

# County of Monterey

## Board Report

**Legistar File Number: APP 25-149**

# Item No.12

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/18/2025
**Version:** 1

**Current Status:** Appointment
**Matter Type:** Appointment

Correct the term expiration for Estella Padilla to the Equal Opportunity and Civil Rights Advisory Commission from December 31, 2025, to December 31, 2027. (Nominated by Olivia Martinez, Region 2 Director Service Employees International Union (SEIU) Local 521)

# COUNTY OF MONTEREY

## CLERK OF THE BOARD OF SUPERVISORS

**To: Clerk of the Board's Office**

**From: Ruby Jacinto, Civil Rights Office**

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date: September 16, 2025**

---

Appointment to the **Equal Opportunity and Civil Rights Advisory Commission**

Nominated by **Olivia Martinez, Region 2 Director SEIU Local 521**

Representing **SEIU Local 521 Monterey County Chapter**

Nominated Appointee:

Name: **Estella Padilla**

Address: [redacted]

Telephone number(s):
Primary Phone: [redacted]

Email: [redacted]

**Contact preference:** ☐ USPS Mail or via Email ☒

**Reason for Nomination:**

☒ New Appointment

Replacing Member:

☐ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

Reason: ☐ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

**Term:**

Start Date: 9/16/25 Expiration Date: 12/31/27

# ESTELLA PADILLA

[redacted]

## OBJECTIVE

To serve on the Equal Opportunity and Civil Rights Advisory Commission.

## EXPERIENCE

**Respiratory Care Practitioner- 2011- Present**
Natividad Medical Center – Salinas, CA

**SEIU Local 521 Bargaining team – 3 Contracts**
**Salinas, CA**
CPR Instructor - 2018-Present

Clinical Instructor for Respiratory Care Program – 2019-Present

Hartnell College – Salinas

## EDUCATION

### BRYMAN COLLEGE

**San Jose California**
Respiratory Care Program

## COMMUNICATION

I am Bilingual in Spanish and English

## LEADERSHIP

I worked with SIEU to change our county title from Cardiopulmonary Technician to Respiratory Care Practioner

## REFERENCES

**Joe Loredo**
Respiratory Supervisor [redacted]

LOCAL 521
SEIU
Stronger Together

SERVICE EMPLOYEES INTERNATIONAL UNION CTW-CLC

**SAN JOSE H.Q.**
2302 Zanker Road
San Jose, CA 95131
**Phone:** 408-678-3300
**Fax:** 408-954-1538

**BAKERSFIELD**
1001 17th Street
Bakersfield, CA 93301
**Phone:** 661-321-4160
**Fax:** 661-325-7814

**FRESNO**
5228 E. Pine Avenue
Fresno, CA 93727
**Phone:** 559-447-2560
**Fax:** 559-261-9308

**HANFORD**
101 N. Irwin St., Suite 203
Hanford, CA 93230
**Phone:** 559-587-1521
**Fax:** 559-733-5006

**REDWOOD CITY**
This location has been closed. Please mail correspondence to our San Jose Headquarters
**Phone Calls / Facsimiles received at our San Jose Headquarters:**
**Phone:** 650-801-3500
**Fax:** 650-595-1930

**SALINAS**
334 Monterey Street
Salinas, CA 93901
**Phone:** 831-784-2560
**Fax:** 831-784-2902

**SANTA CRUZ**
517B Mission Street
Santa Cruz, CA 95060
**Phone:** 831-824-9255
**Fax:** 831-401-2584

**VISALIA**
1811 W. Sunnyside Avenue
Visalia, CA 93277
**Phone:** 559-635-3720
**Fax:** 559-733-5006

**www.seiu521.org**

June 18, 2025

*Sent via email: RodriguezJP1@countyofmonterey.gov*

Juan P. Rodriguez
Civil Rights Officer
Civil Rights Office, County of Monterey
1441 Schilling Place, North Building
Salinas, CA 93901

Dear Mr. Rodriguez:

This letter is to inform you that SEIU Local 521 Monterey County Chapter has appointed Carolynne Roderick and Estella Padilla-Jimenez to the Equal Opportunity and Civil Rights Advisory Commission.

If you have any questions, please contact Olivia Martinez at Olivia.Martinez@seiu521.org.

Sincerely,

Olivia Martinez
Region 2 Director
SEIU Local 521

OM:sjw


opeiu29afl-cio©2025 SEIU521/CTW-CLC

# County of Monterey

## Board Report

**Legistar File Number: 25-663**

# Item No.13

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/22/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** General Agenda Item

Life on Art: Healing Art Program

# County of Monterey

## Board Report

**Legistar File Number: OBM 25-139**

# Item No.14

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 8/25/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Other Board Matters

See Supplemental Sheet

# County of Monterey

## Board Report

**Legistar File Number: OBM 25-140**

# Item No.15

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 8/25/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Other Board Matters

General Public Comments

# County of Monterey

## Board Report

**Legistar File Number: PAR 25-014**

**Item No.16**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/16/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Preliminary Analysis Report

Receive a preliminary response to ***Board Referral Number 2025.09*** (Lopez) regarding partnering with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral No. 2025.09** and:
b. Direct staff to proceed with completion of its response to the referral based on the proposed project description in this report; or,
c. Direct that staff:
    i. Proceed with completion of its response to the referral based on modifications by the Board; or,
    ii. Return to Board with a more comprehensive analysis of the referral and anticipated effort for completion.
d. Rescind the referral.
e. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:
On August 12, 2025, Supervisor Lopez submitted a referral (Referral No. 2025.09) requesting staff to partner with the National Park Service (NPS) to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. On August 19, 2025, the Board added Supervisor Lopez's Referral No. 2025.09 (Attachment A) to the County Board of Supervisors' referral matrix.

**Proposed Project Description:**
As stated in the Board Referral, the National Park Service and the County of Monterey have the opportunity to partner to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail within its jurisdiction. The signage project includes 11 signs in District 3, 1 sign in District 5, and 2 signs in District 2. The National Park Service will purchase and ship 14 replacement signs for the County of Monterey to install in locations identified by National Park Service (please see Attachment B).

In 1775-76, Juan Bautista de Anza led some 240 men, women, and children on an epic journey to establish the first non-Native settlement at San Francisco Bay. Today, the 1,200-mile Juan Bautista de Anza National Historic Trail connects history, culture, and outdoor recreation from Nogales, Arizona,

to the San Francisco Bay Area. The expedition members made various stops within the County of Monterey. The expedition made an extended stay at the Presidio of Monterey, which at the time was the northern most settlement of Alta California. Today, motorists can follow Auto Tour signage to experience the sites and vistas encountered by the Anza Expedition. The Auto Tour is a highly visible component of the trail crossing populated cities and heavily used transportation corridors.

25 years after the initial installation of signs across the Auto Tour route in California, the National Park Service is partnering with land managers where existing and formerly existing Auto Tour signs are located. The years 2025 and 2026 present the Anza Trail and the County with an opportune moment to update the Auto Tour signage and provide the public with clear directions for traveling the route and accessing relevant historic, interpretive, and recreational sites.

During the 250th anniversary of the Anza expedition, sites along the Trail will be commemorating the Hispanic, Latino, and Afro-Latino heritage of Arizona and California and exploring how colonial expansion continues to impact Indigenous people's lands and lifeways. By understanding how the expedition shaped the histories of California and Arizona, we can unpack the complexities of our past and strive for a better, more equitable future for all. A clear Auto Tour route will facilitate the public's experience and participation in the commemoration.

**Estimated Project Cost:**
Costs are not fully determined at this time, but will consist primarily of staff time, and signage material costs if necessary.

**Staffing Level Estimate:**
Staffing level estimate is approximately one full work week, largely from the Traffic Sign Shop staff of Public Works - Road and Bridge Maintenance in Public Works, Facilities and Park's Department (PWFP).

**Departmental Challenges:**
No significant challenges have been identified at this time.

**Proposed Response Date:**
Staff proposes to return to the Board prior to December 31, 2025.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Board Referral supports the signage efforts by the NPS to replace the official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail within its jurisdiction. This will allow motorists to follow Auto Tour signage to experience the sites and vistas encountered by the de Anza Expedition:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_X_ Diverse and Thriving Economy

Prepared by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Board Referral #2025.09
Attachment B - Sign Management Plan from NPS
Attachment C - Draft Letter of Intent and Attachments from NPS

# County of Monterey

## Board Report

**Legistar File Number: PAR 25-014**

**Item No.**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/16/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Preliminary Analysis Report

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b. Direct staff to proceed with completion of its response to the referral based on the proposed project description in this report; or,
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    i. Proceed with completion of its response to the referral based on modifications by the Board; or,
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d. Rescind the referral.
e. Provide further direction, as appropriate.

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During the 250th anniversary of the Anza expedition, sites along the Trail will be commemorating the Hispanic, Latino, and Afro-Latino heritage of Arizona and California and exploring how colonial expansion continues to impact Indigenous people's lands and lifeways. By understanding how the expedition shaped the histories of California and Arizona, we can unpack the complexities of our past and strive for a better, more equitable future for all. A clear Auto Tour route will facilitate the public's experience and participation in the commemoration.

**Estimated Project Cost:**
Costs are not fully determined at this time, but will consist primarily of staff time, and signage material costs if necessary.

**Staffing Level Estimate:**
Staffing level estimate is approximately one full work week, largely from the Traffic Sign Shop staff of Public Works - Road and Bridge Maintenance in Public Works, Facilities and Park's Department (PWFP).

**Departmental Challenges:**
No significant challenges have been identified at this time.

**Proposed Response Date:**
Staff proposes to return to the Board prior to December 31, 2025.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Board Referral supports the signage efforts by the NPS to replace the official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail within its jurisdiction. This will allow motorists to follow Auto Tour signage to experience the sites and vistas encountered by the de Anza Expedition:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
_X_ Diverse and Thriving Economy

Prepared by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Board Referral #2025.09
Attachment B - Sign Management Plan from NPS
Attachment C - Draft Letter of Intent and Attachments from NPS

# Attachment A

**Additional Info - Board Referral Description:**

In 1775-76, Juan Bautista de Anza led some 240 men, women, and children on an epic journey to establish the first non-Native settlement at San Francisco Bay. Today, the 1,200-mile Juan Bautista de Anza National Historic Trail connects history, culture, and outdoor recreation from Nogales, Arizona, to the San Francisco Bay Area. The expedition members made various stops within the County of Monterey. The expedition made an extended stay at the Presidio of Monterey, which at the time was the northern most settlement of Alta California. Today, motorists can follow Auto Tour signage to experience the sites and vistas encountered by the Anza Expedition. The Auto Tour is a highly visible component of the trail crossing populated cities and heavily used transportation corridors.

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The National Park Service and the County of Monterey have the opportunity to partner to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail within its jurisdiction. The signage project includes 11 signs in District 3, 1 sign in District 5, and 2 signs in District 2.

The National Park Service will purchase and ship 14 replacement signs for the County of Monterey to erect in the locations identified on the Sign Management Plan.

# Monterey County Board of Supervisors
# Referral Submittal Form

**Referral No. 2025.09**
**Assignment Date: 08/19/25**
(Completed by CAO's Office)

**SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:**

| Date: 08/12/25 | Submitted By: Supervisor Lopez | District #: 3 |
|---|---|---|
| Referral Title: Anza National Historic Trail Auto Tour Signs | | |
| Referral Purpose: Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail | | |
| Brief Referral Description (attach additional sheet as required): The National Park Service and the County of Monterey have the opportunity to partner to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail within its jurisdiction. The signage project includes 11 signs in District 3, 1 sign in District 5, and 2 signs in District 2. The National Park Service will purchase and ship 14 replacement signs for the County of Monterey to install in locations identified by National Park Service. | | |

| **Classification - Implication** | **Mode of Response** |
|---|---|
| ☐ Ministerial / Minor<br>☐ Land Use Policy<br>☐ Social Policy<br>☐ Budget Policy<br>**X.** Other: _____ | **X** Memo ☐ Board Report ☐ Presentation<br>**Requested Response Timeline**<br>☐ 2 weeks **X** 1 month ☐ 6 weeks<br>☐ Status reports until completed<br>☐ Other: _____ ☐ Specific Date: _____ |

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:**

| Department(s): Public Works, Facilities, and Parks | Referral Lead: Randy Ishii | Board Date: 08/19/25 |
|---|---|---|

**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:**

| Department(s): | Referral Lead: | Date: |
|---|---|---|
| | | |

**ANALYSIS - Completed by Department and copied to Board Offices and CAO:**

| Department analysis of resources required/impact on existing department priorities to complete referral: | |
|---|---|
| Analysis Completed By:<br>_____<br>Date: _____ | **Department's Recommended Response Timeline**<br>☐ By requested date<br>☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months<br>☐ 1 year ☐ Other/Specific Date: _____ |

**REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:**

| Referral Response Date: | Board Item No.: | Referrals List Deletion: |
|---|---|---|
| | | |

**Note**: Please cc Claudia Escalante and Karina Bokanovich on all CAO correspondence relating to referrals.

# Attachment B

# Monterey County - Sign Management Plan

***Prepared for County of Monterey Review***

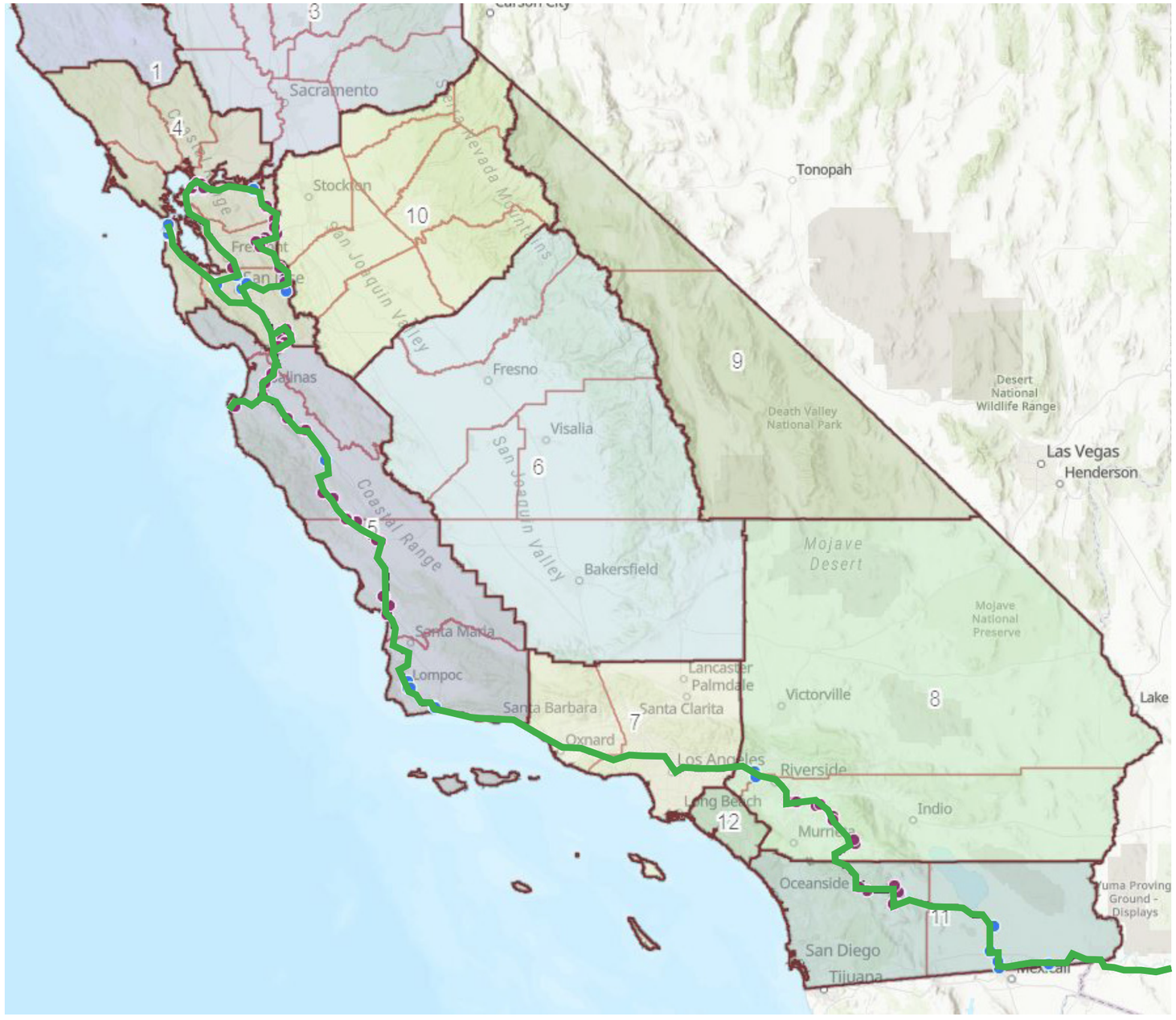
***by the***
***National Park Service***
***Denver Service Center - Transportation Division***

***May 6th, 2025***

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## Contents

Sign Management Plan
Overview Map
Map Sheet Index Monterey County (Maps A - G)
Maps A - G



# Caltrans District 5 - Overview Map

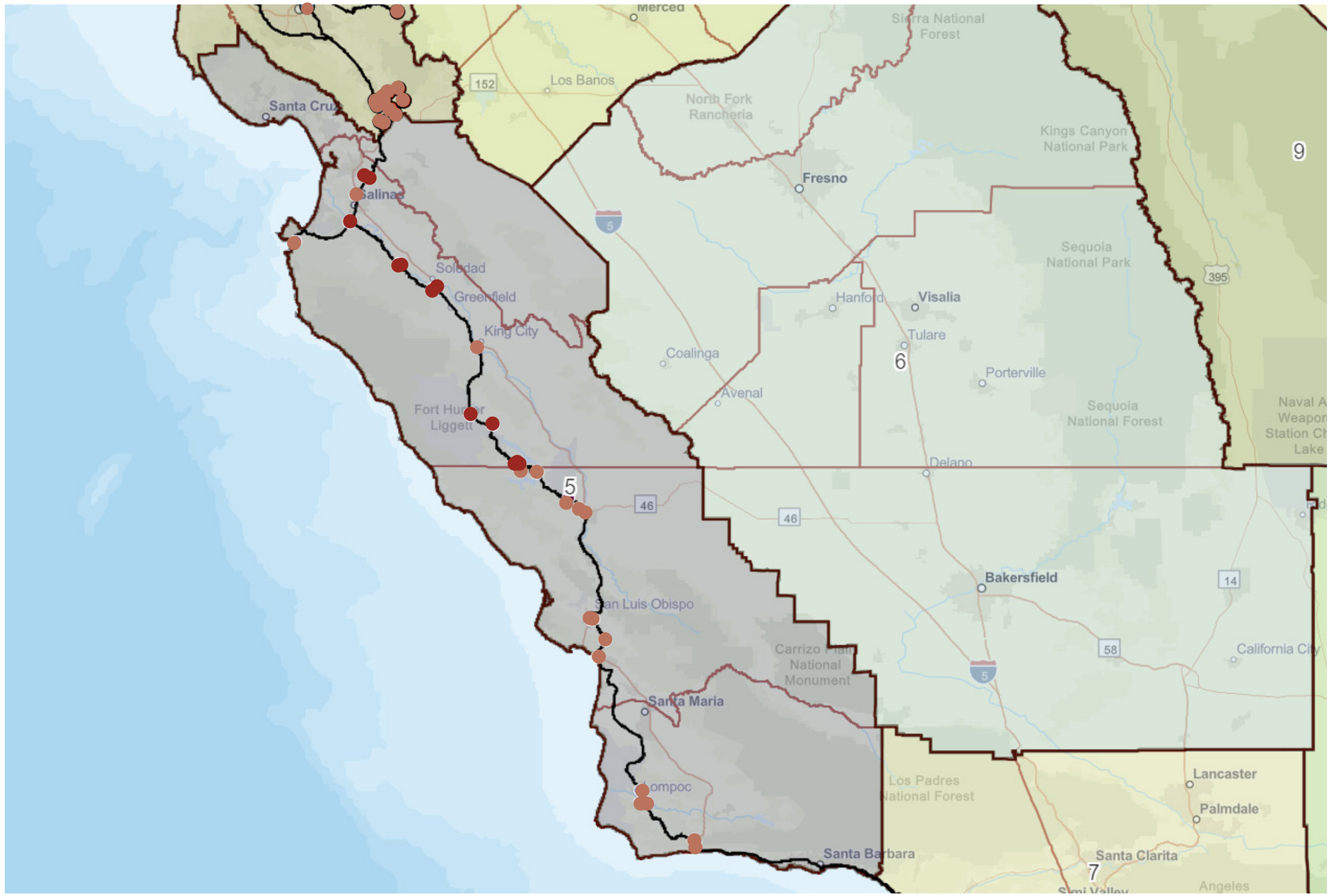
***Caltrans District 5***
***19 qty. Juan Bautista de Anza National Historic Trail Sign***

***City of San Luis Obispo***
***6 qty. Juan Bautista de Anza National Historic Trail Sign***

***City of Paso Robles***
***1 qty. Juan Bautista de Anza National Historic Trail Sign***

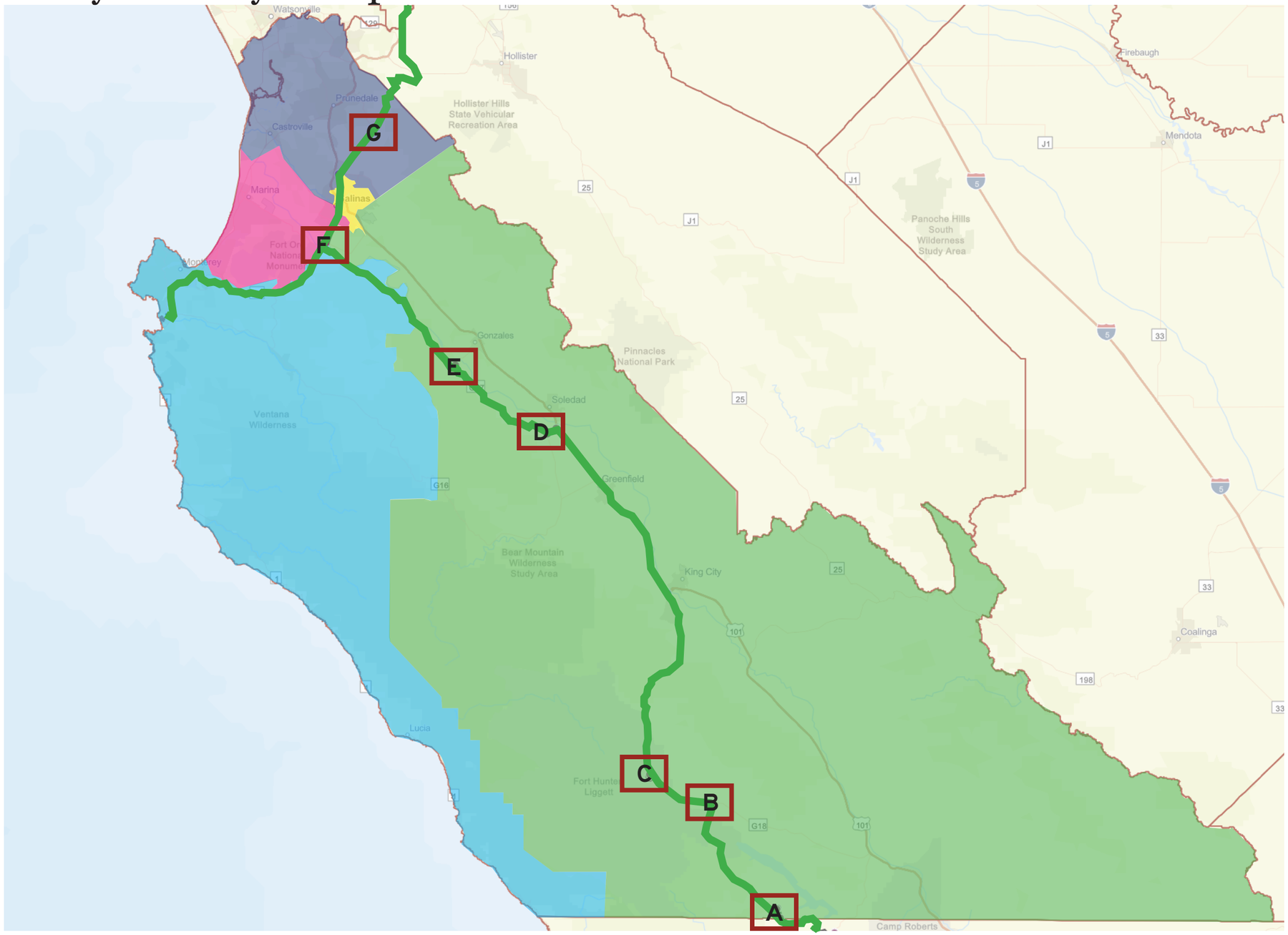
***County of San Luis Obispo***
***5 qty. Juan Bautista de Anza National Historic Trail Sign***

***County of Monterey***
***14 qty. Juan Bautista de Anza National Historic Trail Sign***




*No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.*

# Monterey County- Map Sheet Index




Monterey County District 1

Monterey County District 2

Monterey County District 3

Monterey County District 4

Monterey County District 5

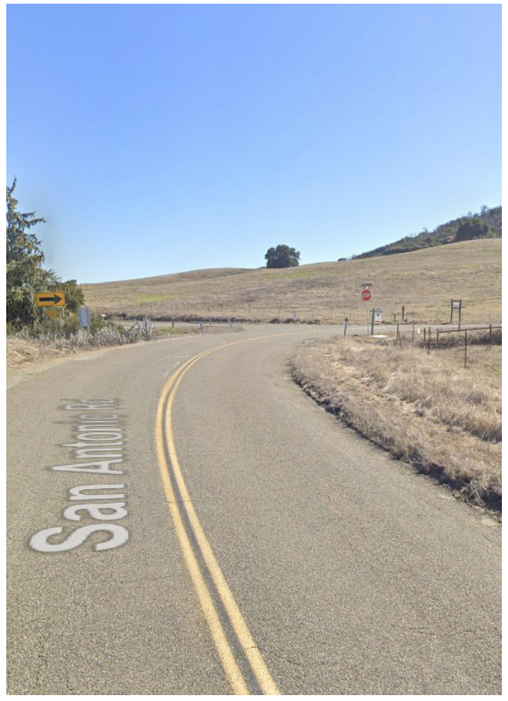
# Monterey County - Map: A







*Previous JUBA Sign COM_001*



*Missing JUBA Sign COM_002*



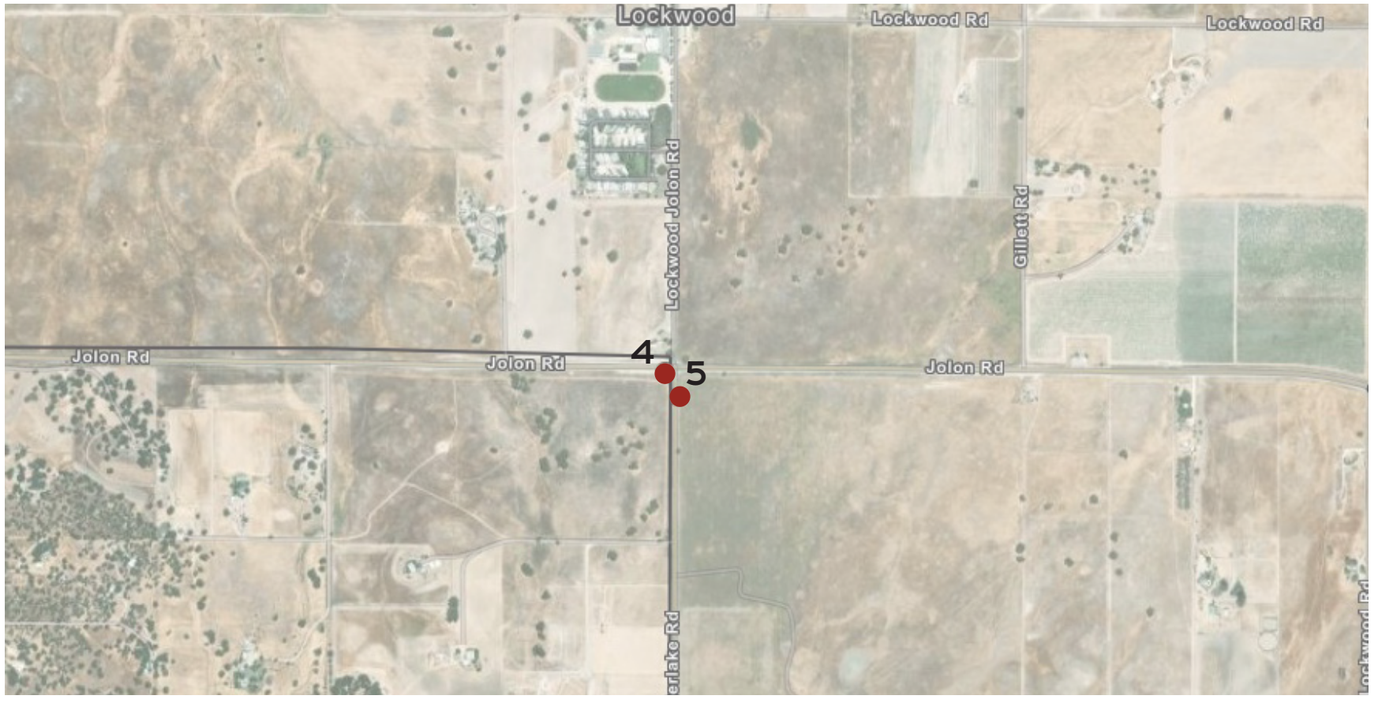
*Previoius JUBA Sign COM_003*

| Sign ID | County District | Sign Type* | Arrow* | Road Name | Direction | Travel | Longitude | Latitude |
|---|---|---|---|---|---|---|---|---|
| COM_001 | 3 | Historic Route | Straight M6-3 | County Hwy G14 Interlake Rd | Northbound | Stay straight on Interlake Rd | -120.97408 | 35.79279 |
| COM_002 | 3 | Historic Route | Left | San Antonio Rd | Southbound | Left turn for southbound travel on County Hwy G14 Interlake Rd | -120.97907 | 35.80503 |
| COM_003 | 3 | Historic Route | Straight M6-3 | County Hwy G14 Interlake Rd | Southbound | Stay straight on Interlake Rd | -120.97982 | 35.80473 |

**Refer to Juan Bautista de Anza National Historic Trail Sign Standards*

*No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.*

# Monterey County- Map: B






*Previous JUBA Sign COM_004*



*Previous JUBA sign COM_005*

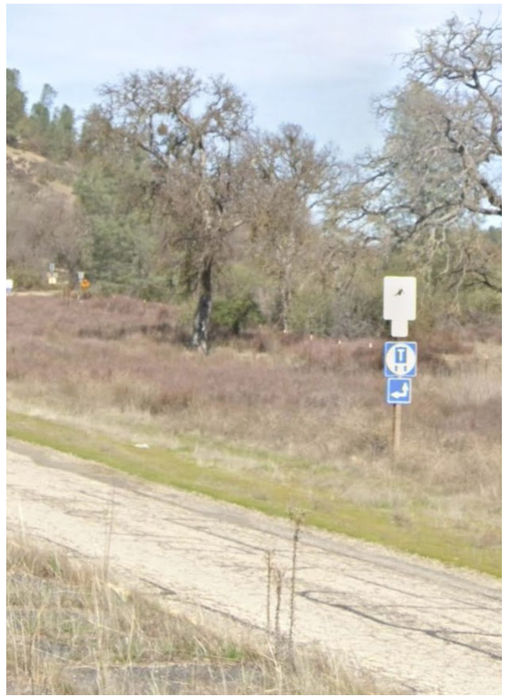
| Sign ID | County District | Sign Type* | Arrow* | Road Name | Direction | Travel | Longitude | Latitude |
|---|---|---|---|---|---|---|---|---|
| COM_004 | 3 | Historic Route | Left | County Hwy G14 Interlake Rd | Northbound | Left turn for westbound travel onto G14 Jolon Rd | -121.08203 | 35.93618 |
| COM_005 | 3 | Historic Route | Right | County Hwy G14 Jolon Rd | Eastbound | Right turn for southbound travel onto G14 Interlake Rd | -121.08237 | 35.93669 |

**Refer to Juan Bautista de Anza National Historic Trail Sign Standards*

*No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.*

# Monterey County - Map: C



*Previous JUBA sign COM_006*



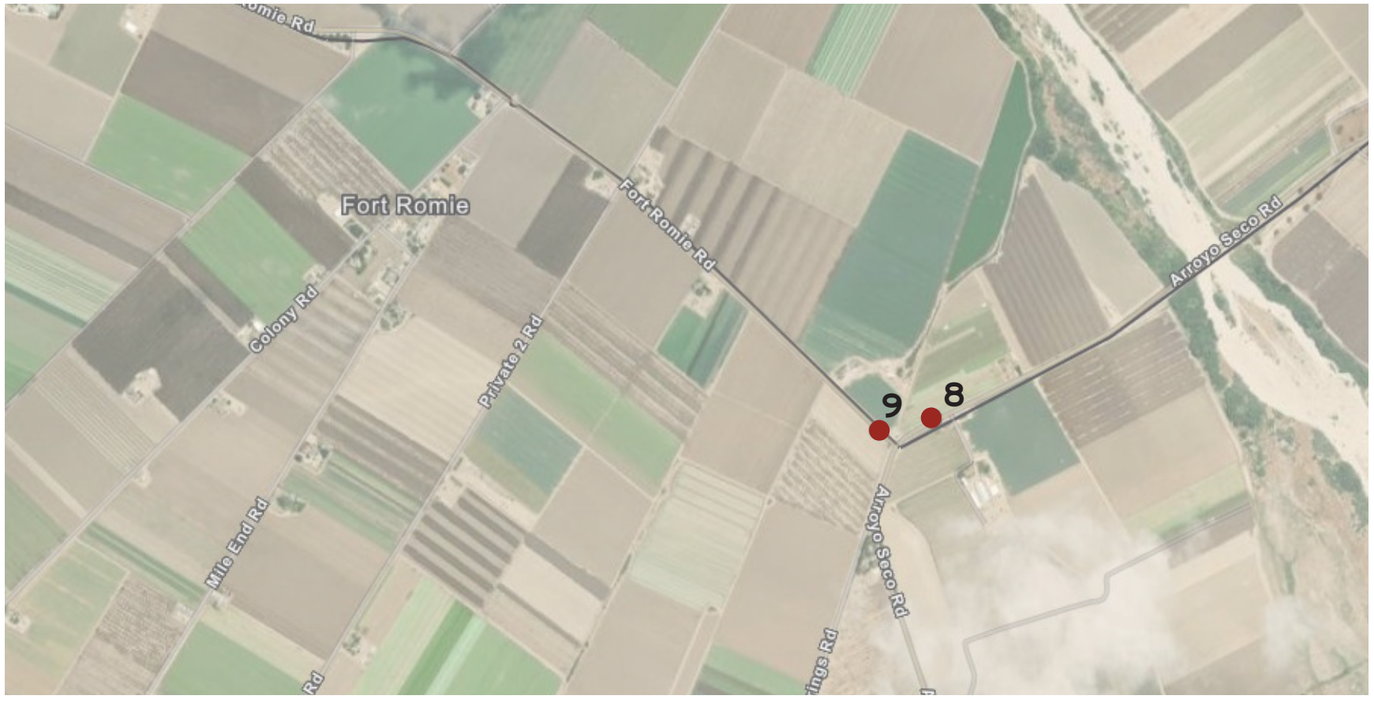
*Previous JUBA sign COM_007*

| Sign ID | County District | Sign Type* | Arrow* | Road Name | Direction | Travel | Longitude | Latitude |
|---|---|---|---|---|---|---|---|---|
| COM_006 | 3 | Historic Route | Straight M6-3 | County Hwy G14 Jolon Rd | Northbound | Stay straight on Jolon Rd | -121.17586 | 35.96851 |
| COM_007 | 3 | Historic Route | Straight M6-3 | County Hwy G14 Jolon Rd | Southbound | Stay straight on Jolon Rd | -121.17638 | 35.97046 |

**Refer to Juan Bautista de Anza National Historic Trail Sign Standards*

*No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.*

# Monterey County - Map: D







*Previous JUBA sign COM_008*

*Previous JUBA sign COM_009*

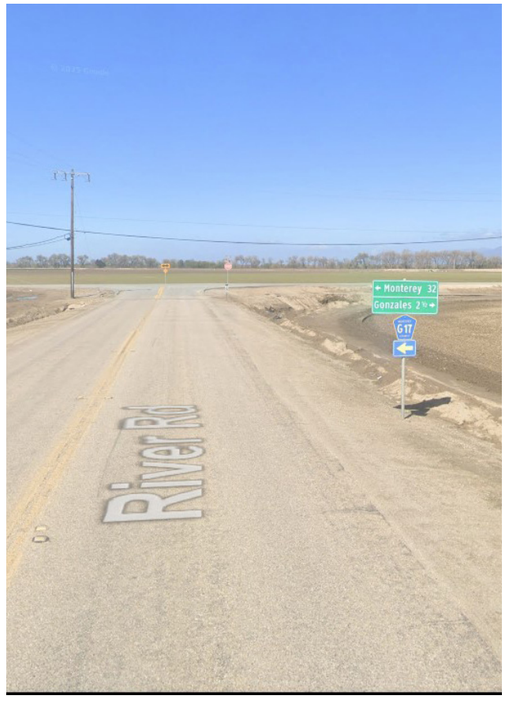
| Sign ID | County District | Sign Type* | Arrow* | Road Name | Direction | Travel | Longitude | Latitude |
|---|---|---|---|---|---|---|---|---|
| COM_008 | 3 | Historic Route | Right | Arroyo Seco Rd | Westbound | Right turn for northbound travel to Conty Hwy G17 Fort Romie Rd | -121.33246 | 36.39580 |
| COM_009 | 3 | Historic Route | Left | Conty Hwy G17 Fort Romie Rd | Southbound | Left turn for eastbound travel to Arroyo Seco Rd | -121.33386 | 36.39554 |

**Refer to Juan Bautista de Anza National Historic Trail Sign Standards*

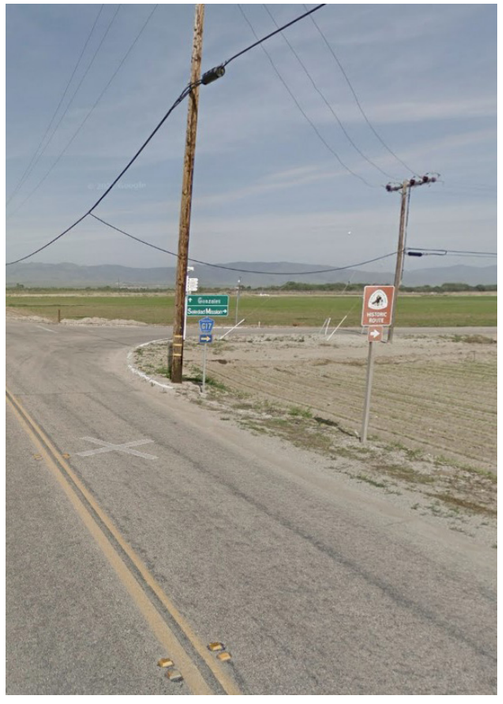
*No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.*

# Monterey County - Map: E




*Missing JUBA sign COM_010*



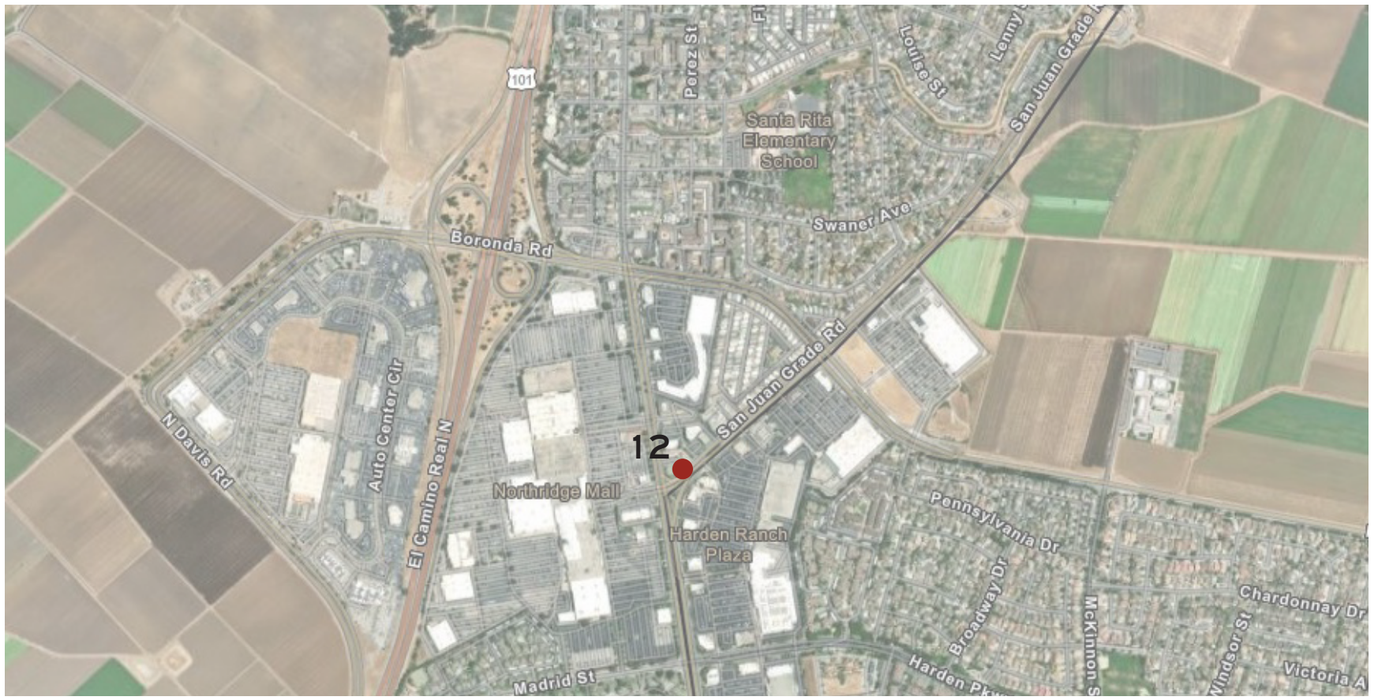
*Previous JUBA sign COM_011*

| Sign ID | County District | Sign Type* | Arrow* | Road Name | Direction | Travel | Longitude | Latitude |
|---|---|---|---|---|---|---|---|---|
| COM_010 | 3 | Historic Route | Left | Conty Hwy G17 Fort River Rd | Northbound | Left turn for westbound travel to stay on G17 River Rd | -121.47415 | 36.48038 |
| COM_011 | 3 | Historic Route | Right | Conty Hwy G17 Fort River Rd | Eastbound | Right turn for southbound travel on G17 River Rd | -121.47491 | 36.48072 |

**Refer to Juan Bautista de Anza National Historic Trail Sign Standards*

*No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.*

# Monterey County - Map F







*Previous JUBA sign COM_012*

| Sign ID | County District | Sign Type* | Arrow* | Road Name | Direction | Travel | Longitude | Latitude |
|---|---|---|---|---|---|---|---|---|
| COM_012 | 5 | Historic Route | Left | Conty Hwy G17 Fort River Rd | Northbound | Left turn for westbound travel ramp onto SR 68 | -121.68187 | 36.62516 |

**Refer to Juan Bautista de Anza National Historic Trail Sign Standards*

*No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.*

# Monterey County - Map G







*Previous JUBA sign COM_013*




*Missing JUBA sign COM_014*

| Sign ID | County District | Sign Type* | Arrow* | Road Name | Direction | Travel | Longitude | Latitude |
|---|---|---|---|---|---|---|---|---|
| COM_013 | 2 | Historic Route | Right | Crazy Horse Canyon Rd | Northbound | Right turn for northbound travel onto San Juan Grade Rd | -121.60307 | 36.77326 |
| COM_014 | 2 | Historic Route | Right | Crazy Horse Canyon Rd | Southbound | Right turn for southbound travel onto San Juan Grade Rd | -121.60346 | 36.77391 |

**Refer to Juan Bautista de Anza National Historic Trail Sign Standards*

*No warranty is made by the National Park Service as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.*

# Attachment C

# United States Department of the Interior

Juan Bautista de Anza National Historic Trail
440 Civic Center Plaza, Suite 300
Richmond, CA 94804
www.nps.gov/JUBA

(Address)

, 2025

Dear,

We are pleased to submit the attached Letter of Intent and accompanying materials for your review and concurrence regarding Juan Bautista de Anza National Historic Trail Auto Tour Route signs in County of Monterey.

We thank you for your collaboration and support. Should you have any questions, please contact Estrella Sainburg, the Anza Trail Planner, Estrella_sainburg@nps.gov.

Sincerely,

K. Lynn Berry
Superintendent (acting)

Enclosures:
Enclosure A – Letter of Intent
Enclosure B – County of Monterey - Sign Management Plan
Enclosure C - The Trail2024 Sign Specs

# Enclosure A – Letter of Intent

LETTER OF INTENT
FOR
INSTALLATION OF OFFICIAL NATIONAL HISTORIC TRAIL SIGNS FOR THE JUAN BAUTISTA DE ANZA NATIONAL HISTORIC TRAIL

The County of Monterey has authorized the Juan Bautista de Anza National Historic Trail (the Trail) to facilitate the installation of official national historic trail Auto Tour signs on roads along the Trail within its jurisdiction.

The National Park Service (NPS) will print and ship 14 new replacement signs to the County of Monterey at the following shipping address: _____.

The County of Monterey agrees to erect the signs in the locations identified on the attached Sign Management Plan [Enclosure B]. These are current and former locations of the Trail Auto Tour signs. In accordance with the MUTCD 11th Edition Section 2D.58, the signs, designated as M11-1, shall utilize the specifications provided by the Trail sign standards, which follow recommended sizes from Table 2D-2 [Enclosure C]. The Trail shall deliver 14 signs with the top panel measuring 36x36 inches and accompanying panels. The signs shall include the insignia for the national historic trail and directional arrows as needed. The appropriate sign distinction will be made between 'Historic Route' and 'Auto Route', as indicated on Enclosure B and described in Enclosure C. The Trail of NPS retains sole authority for the use of the signs that contain the Juan Bautista de Anza Trail National Historic Trail insignia.

Specifications for signposts and hardware, installation procedures, and distance from the road edge of pavement shall be determined by the County of Monterey staff with sign location assistance provided by the Juan Bautista de Anza National Historic Trail. The signs shall be installed by the County of Monterey in accordance with all federal and state road requirements and agency protocol and specifications. In the case that signs are found to be damaged or in disrepair, the County of Monterey will notify the Juan Bautista de Anza National Historic Trail. The County of Monterey and the Trail will collaborate to replace signs found in disrepair or damaged, as resources and time allow.

In the case of any known transition in the County of Monterey staff participating in this effort, this letter, including the Enclosure, shall be shared with successors; in the case of any known transition in NPS staff, communication with the Trail should include the email address: juba_info@nps.gov for continuity, efficiency, and consistency.

Approval Signatures:

_____
Name of NPS Representative prepared by (print name above)

_____ _____
Signature Date

_____
County of Monterey Representative concurred by (print name above)

_____ _____
Signature Date

# Enclosure B – County of Monterey - Sign Management Plan

# Enclosure C - Juan Bautista de Anza National Historic Trail 2024 Sign Specs

# County of Monterey

## Board Report

**Legistar File Number: 25-682**

# Item No.17

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/23/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** General Agenda Item

Receive an update from the County Departments of Social Services, Health, and Natividad on State and Federal policy and budget changes and potential impacts to County of Monterey services.

# County of Monterey

## Board Report

**Legistar File Number: 25-682**

**Item No.**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/23/2025
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Receive an update from the County Departments of Social Services, Health, and Natividad on State and Federal policy and budget changes and potential impacts to County of Monterey services.

# State and Federal Budget and Policy Impacts to County of Monterey Services

Roderick Franks, Director of Social Services
Elsa Mendoza Jimenez, Director of Health Services
Dr. Chad Harris, CEO, Natividad

Board of Supervisor Meeting
September 30, 2025

COUNTY OF MONTEREY
DEPARTMENT OF SOCIAL SERVICES
*Working Together for Our Community*

COUNTY OF MONTEREY
HEALTH DEPARTMENT
*Nationally Accredited for Providing Quality Health Services*

Natividad
Inspiring healthy lives

# Medi-Cal and CalFresh Current Beneficiaries & Timeline of Changes

Total MC Cases: 84,496
Total Members: 173, 405
Total Benefits Issued Monthly: $51,035, 584 (Aug)

Total CF Cases: 28,028
Total Members: 51,826
Total Benefits Issued Monthly: $9,453,409 (Aug)




**JANUARY:**

- MEDI-CAL REINSTATEMENT OF ASSET TEST
- MEDI-CAL UIS EXPANSION FREEZE
- CALFRESH WORK REQUIREMENTS FOR ABLE BODIED ADULTS WITHOUT DEPENDENT WAIVER ENDS

**OCTOBER:**

- SHARE OF ADMIN COST INCREASED FROM 50% TO 75%

**JANUARY:**

- MEDI-CAL 6 MONTH REDETERMINATIONS
- RETRO MEDI-CAL REDUCED TIMEFRAMES
- MEDI-CAL WORK REQUIREMENTS

**JULY:**

- MEDI-CAL PREMIUMS FOR ADULTS WITH UNSATISFACTORY IMMIGRATION STATUS

**OCTOBER:**

- CALFRESH BENEFIT SHARED COST BASED ON STATE PAYMENT ERROR RATE (PER)

**October:**

- MEDI-CAL CO-PAYS FOR ADULT MEMBERS OVER 100% FEDERAL POVERTY LEVEL RANGING FROM $1-$35

# Department of Social Services Anticipated Impacts to the Medi-Cal Program due to H. R. 1

- Reinstatement of Medi-Cal Asset Limit for households 65 years of age or older, disabled, living in a nursing home or over income for MAGI Medi-Cal: **13,226 recipients in Monterey County**
- Medi-Cal eligibility redeterminations every 6 months, rather than annually, for the Medi-Cal Expansion population, may potentially impact : **61,620 recipients in Monterey County**
- Medi-Cal expansion individuals earning between 101%-138% of the Federal Poverty Level (FPL) will be subject to a co-pay up to $35 (behavioral health services exempt from requiring the co-pay).
- Medi-Cal mandatory work requirements for non-disabled, non-elderly adults ages 19-64. Recipients must verify 80 hours per month of employment, volunteer work, education program or job training, may potentially impact: **34,954 recipients in Monterey County**
- Limit retroactive Medi-Cal coverage from three months before the application date to one month before the application date, may potentially impact: **7,790 applicants yearly in Monterey County**
- Recipients with an unsatisfactory Immigration Status in Monterey County who may potentially lose Medi-Cal benefits if Medi-Cal is not renewed: **38,912 recipients in Monterey County**

# Department of Social Services Anticipated Impacts to the CalFresh Program Affecting Nutrition for County Residents Due to H. R. 1

- Recipients of CalFresh in Monterey County that will now be identified as Able-Bodied Adults Without Dependents (ABAWDs) will have to provide employment verifications to receive CalFresh or may lose eligibility due to no exemption: **8,724 recipients in Monterey County**
    - Individuals up to age 64 (up from 54 years of age currently): **8,724 recipients in Monterey County**
    - Individuals with children ages 14 and up
    - Homeless Community who will no longer be able to be eligible due to this exemption alone: **1496 recipients**

# Health Department Anticipated Impacts resulting from the CA State Budget Act and H. R. 1

**Key FY 2025-26 CA Budget Act Policy Change:**

- Changes to Unsatisfactory Immigration Status (UIS)
  - Effective July 1, 2025, visit will be reimbursed **Fee For Service amount only**
  - 23% of Clinic Services' patients have UIS status

**Membership Estimates based on H. R. 1 Changes:**

- Membership estimate reductions for UIS and SIS (Satisfactory Immigration Status) Managed Medi-Cal members
  - Calendar Year 2025 (2.3%)
  - Calendar Year 2026 (3.9%)
  - Calendar Year 2027 (8.7%)
  - Calendar Year 2028 (7.0%)

# Other Health Department Anticipated Impacts resulting from H. R. 1

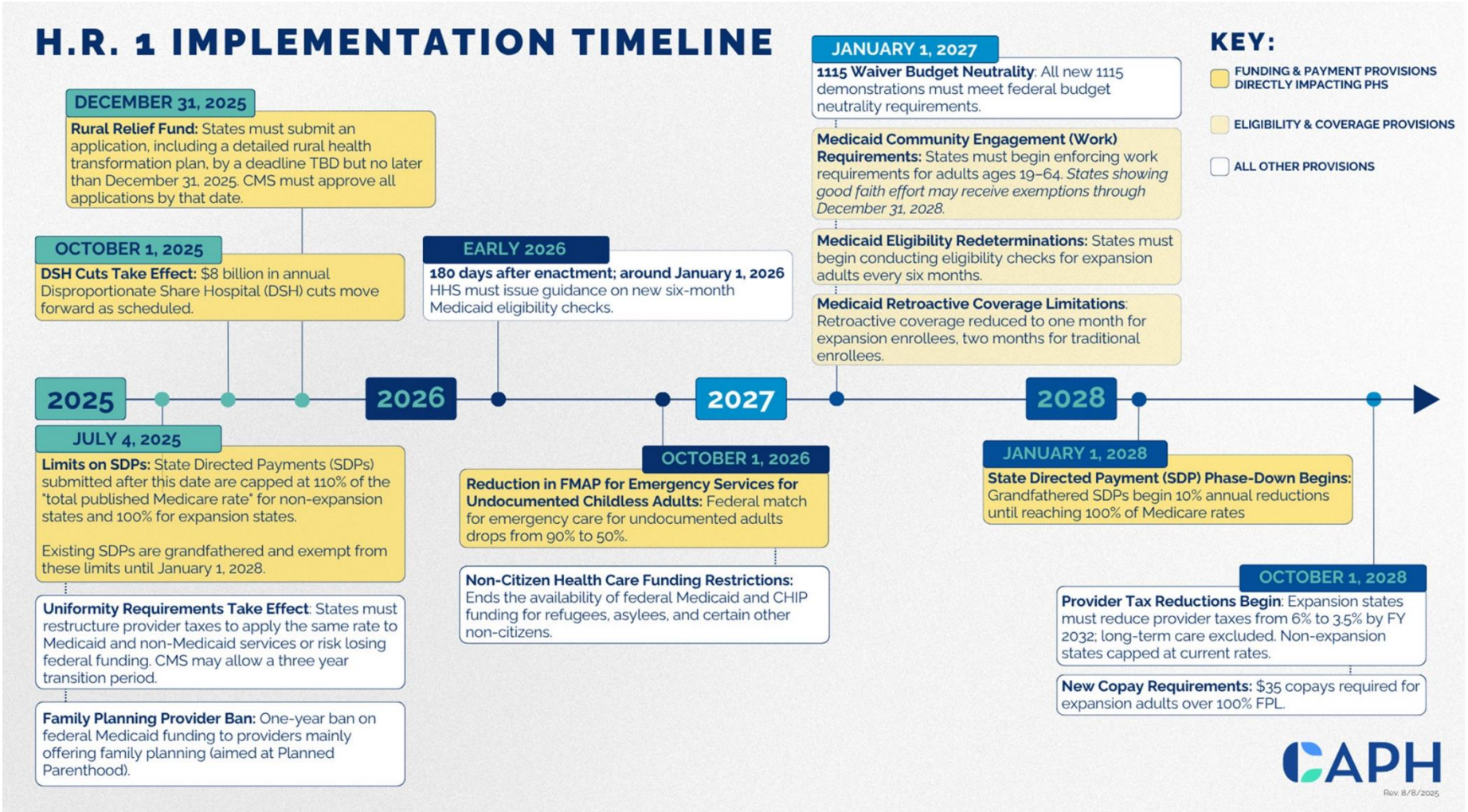
**Impacts to Public Health Programming:**

- Elimination of **CalFresh Healthy Living** Program
  - School based wellness education and policy development
  - Community outreach and nutrition programs
  - Promotion of Parks Prescriptions program
  - Education at Farmer's Markets

- Elimination **of Teen Pregnancy Prevention** Programming:
  - Comprehensive school based sexual/reproductive health education including prevention of teen births and transmission of sexually transmitted infections
  - Youth development and mentoring opportunities
  - Services to high-risk youth (unhoused, foster, justice involved, LGBTQ+, low income)

# H.R. 1 Impacts- Natividad

Natividad®
Inspiring healthy lives



# CALIFORNIA'S PUBLIC HEALTH CARE SYSTEMS:
## 17 Systems, 44 Hospitals & 150+ Clinics



**Alameda Health System**
- Alameda Hospital
- Fairmont Rehabilitation and Wellness
- John George Psychiatric Hospital
- Park Bridge Rehabilitation and Wellness
- San Leandro Hospital
- South Shore Rehabilitation and Wellness
- Wilma Chan Highland Hospital

**Arrowhead Regional Medical Center**

**Contra Costa Health Services**
- Contra Costa Regional Medical Center

**Kern Medical Hospital**

**LA County Department of Health Services**
- Harbor/UCLA Medical Center
- Los Angeles General Medical Center
- Olive View/UCLA Medical Center
- Rancho Los Amigos National Rehabilitation Center

**Natividad Medical Center**

**Riverside University Health System**

**San Francisco Department of Public Health**
- Zuckerberg San Francisco General
- Laguna Honda Hospital and Rehabilitation Center

**San Joaquin General Hospital**

**San Mateo Medical Center**

**County of Santa Clara Health System**
- O'Connor Hospital
- Santa Clara Valley Medical Center
- St. Louise Regional Hospital
- Regional Medical Center

**Ventura County Health Care Agency**
- Santa Paula Hospital
- Ventura County Medical Center

**UC Health**
- **UC Davis Health**
  - UC Davis Sacramento Medical Center
- **UC Irvine Health**
  - UC Irvine Health, Orange
  - UC Irvine Health, Fountain Valley
  - UC Irvine Health, Lakewood
  - UC Irvine Health, Los Alamitos
  - UC Irvine Health, Placentia Linda
- **UC San Diego Health**
  - UC San Diego East Campus Medical Center
  - UC San Diego Health, Hillcrest Medical Center
  - UC San Diego Health, Jacobs Medical Center
- **UC San Francisco Health**
  - UCSF Helen Diller Medical Center at Parnassus Heights
  - UCSF Health Saint Francis Hospital
  - USCF Health Saint Mary's Hospital
  - UCSF Mission Bay Medical Center
  - UCSD Mount Zion Medical Center
- **UCLA Health**
  - Ronald Reagan UCLA Medical Center
  - UCLA Santa Monica Medical Center
  - UCLA Resnick Neuropsychiatric Hospital
  - UCLA West Valley Medical Center

CAPH

Natividad®
Inspiring healthy lives

*THANK YOU!*

**Questions and Answers**

# County of Monterey

## Board Report

**Legistar File Number: OBM 25-141**

# Item No.18

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 8/25/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Other Board Matters

Referral Matrix and New Referrals

**Monterey County Board of Supervisors**

**MEETING:** **September 30, 2025 - Other Board Matters**

**SUBJECT:** Board Referrals Update

**DEPARTMENT:** County Administrative Office

| Item # | Brd Rfl # | Assignment Date | Referred By | Lead Dept. | Sub-Depts. | Project Lead | Item | Report | Status |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2017.18 | 9/19/17 | Board | CAO | | Bokanovich | Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners. | The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. Referral modified on August 24, 2021 to include: A) an assessment on how commissions are being utilized; how well they are serving in their advisory function to the Board; staffing levels of various committees, and, how that may or may not contribute to their functioning; and, B) referring the referral to the Board of Supervisors - Human Resources Committee to engage in discussion and bring back recommendations to the full Board. This item was discussed with the Human Resources Committee in late January 2022. The referral was been reassigned to the County Administrative Office for response. Additional time is needed for information gathering. Staff anticipates a further response to the Board in ~~January 2025~~ ~~July 2025~~ August 2025. | Pending |
| 2 | 2017.20 | 11/19/19 | Alejo | PWFP | | Ishii | Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas. | An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020.<br><br>Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities.<br><br>At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Soccer complex that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff submitted for FY26 Federal Earmarks. | **Postponed** |
| 3 | 2018.28 | 12/4/2018 | Phillips | HCD | | Spencer | Affordable Housing in the Coastal Zone | Amend County LCP to be consistent with the Coastal Act regarding affordable housing, authorize staff to investigate processes and provide language revision recommendations to the Local Coastal Plan. A presentation was provided to the Board on January 15, 2019. Section 30500.1 was added by Senate Bill 626 in 1981 to state: "No local coastal program shall be required to include housing policies and programs."<br>HCD is working on the 6th Cycle Housing Element which includes housing opportunity sites in the Coastal Zone. The Housing Element is anticipated to be completed by September 2025. HCD staff have coordinated with Coastal Commission staff on the properties that fall within the coastal zone. HCD staff has also coordinated with the Coastal Commission on housing policies contained within our Land Use Plans that integrate affordable housing policies as we update those plans (for example: Moss Landing Community Plan and Big Sur Land Use Plan updates). This work is ongoing. | Pending |
| 4 | 2020.22 | 7/7/2020 | Church | CAO | | Bokanovich | Referral Process Amendment | This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. In April 2021, the Board approved an amended Board Referral process, which included an exception for urgent matters and provided for Board review of pending referrals on an annual basis. Board review of the referral procedures is anticipated to occur in January 2025, in conjunction with other Board policies. Staff anticipates a further response to the Board in ~~July 2025~~ August 2025. | Pending |
| 5 | 2021.05 | 3/2/2021 | Alejo | PWFP | | Ishii | Monterey County COVID-19 Victims Memorial | This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. Construction implementation is pending additional funding. Unfunded project budget of $50,000 is proposed for FY26 CIP funding and prioritization. | Pending |

| Item # | Brd Rfl # | Assignment Date | Referred By | Lead Dept. | Sub-Depts. | Project Lead | Item | Report | Status |
|---|---|---|---|---|---|---|---|---|---|
| 6 | 2021.09 | 5/25/2021 | Church/Askew | CAO | | Bokanovich | Review of Board Committee Responsibilities | This referral seeks to clarify the purpose and responsibilities of each Board of Supervisors committees to improve staff workflow and Board decision making ability. A preliminary analysis was approved by the Board on June 15, 2021. Staff will be submitting a response to this referral for Board consideration in May 2022. The referral has been reassigned to the County Administrative Office for response. Board is scheduled to conduct its 2nd annual evaluation of pending referrals on March 28, 2023. To avoid future delays, all annual evaluations will be scheduled to occur the first month of each calendar year. Board review of the referral procedures is anticipated to occur in October, in conjunction with other Board policies. Staff anticipates a response to this referral in ~~January 2025~~ ~~July 2025~~ August 2025.. | Pending |
| 7 | 2021.25 | 11/16/2021 | Askew | HCD | | Spencer | East Garrison Street Renaming | This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025. | Pending |
| 8 | 2021.29 | 12/7/2021 | Adams | PWFP | | Ishii | Increased Fines for Big Sur Roadside Camping Prohibition | This referral seeks to increase the administrative citation and fine amounts for citations issued under Monterey County Code Section 14.18.020.A. This is a follow-up to Board Referral No. 2019.16 (Big Sur Roadside Camping Prohibition Enforcement). A preliminary response was provided to the Board on January 11, 2022. The Ordinance increasing the existing fine amount to $1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage to indicate the increased fine amount has been installed on all existing camping prohibition signs. Staff continues coordination with the Big Sur Byways Organization and District 5 on installation of additional new signs. Staff continues to coordinate with Caltrans and Coastal Commission on getting the necessary approval/permits to install along SR 1. Staff is working with HCD regarding Coastal permits. Proposed completion date of ~~January~~Fall 2025. | Pending |
| 9 | 2022.02 | 1/11/2022 | Askew | CAO | | Blitch/Chiulos | Sheriff Oversight Board Formation | This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship. An Ad Hoc Committee has been established by the Board to study the various options concerning oversight of the Office of the Sheriff, pursuant to Assembly Bill 1185. Report is currently with Ad Hoc committee for review and revision. | Pending |
| 10 | 2022.04 | 2/1/2022 | Church/Lopez | ~~PWFP~~ HCD | | ~~Ishii~~ Spencer | Revisit Rossi Road Extension Plan | This referral seeks to revisit the Rossi Road extension plan and explore solutions to alleviate traffic congestion and improve traffic circulation in the Boronda area as a result of the population and business growth and the relocation of the SVSWA transfer station and Republic Services' yard. A preliminary response was provided to the Board on March 8, 2022. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed. HCD staff is preparing a draft MOU with the City of Salinas. The draft MOU will be presented to the Board once completed. Proposed completion date of December 2028. | Pending |
| 11 | 2022.14 | 4/19/2022 | Lopez | PWFP | | Ishii | Harkins Road | This referral requests that staff investigate the possibility of changing Harkins Road into a one-way street. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. PWFP engaged consultant support to evaluate a potential one-way concept for Harkins Road, and a community meeting was held in Spreckels on December 5, 2022 to get feedback. Staff provided a verbal update to the referring Supervisor in January and a report to the Board is planned for the ~~February 28, 2023~~ March 7, 2022 Board meeting. With the Board Report seeking approval for the Harkins/Hunter project, staff is presenting our recommendation for the Harkins Road next week. The one-way option of Harkins is not being recommended. Staff is recommends upgrading signage and constructing improvements to the Harkins/Hunter intersection instead. The additional signs were installed at the Harkins/Hunter intersection to detour trucks around Spreckels. The one-way option was not recommended by the BoS. Continuing to monitor the effectiveness of the addition signs that were installed. Referring Supervisor has asked that this Referral be re-engaged for potential options, including pilot programs. | Pending |
| 12 | 2022.22 | 9/27/2022 | Alejo | PWFP | | Ishii/Lerable | East Salinas District 1 Office/**District 1 Carryover Office Budget Funding For Planned East Salinas Office** | This referral requests that staff search and open a District Office for District 1 in East Salinas 93905 to provide greater office access to constituents in this area of Salinas with the greatest need. A preliminary response was presented to the Board on October 25, 2022. A site has been identified and staff is coordinating with the landlord on ADA upgrades prior to executing the lease. **Modified by the referring Supervisor on May 18, 2023 to include that any leftover District 1 office budget funding for 2022-23 be carried over into the next fiscal for the specific purpose of paying and offsetting any costs in opening the D1 office in East Salinas.** Real Property continues to keep an active search open for available office space within District 1 and provide occasional update to Supervisor Alejo of staffs efforts. Currently there are no opportunities available that meet the Supervisor's requirements. PWFP Real Property Staff is continuing to search for viable office space based on the D1 Office needs within the Alisal District 1 Area on a consistent basis. To date, no viable office options which meet the D1 office needs for required sq. ft., security needs and accessibility have been located. Staff will continue to present any viable options located to the D1 Office as warranted. | Pending |

| Item # | Brd Rfl # | Assignment Date | Referred By | Lead Dept. | Sub-Depts. | Project Lead | Item | Report | Status |
|---|---|---|---|---|---|---|---|---|---|
| **13** | 2023.03 | 2/7/2023 | Alejo | HCD | | Spencer | Affordable Senior Housing Project at 855 East Laurel Drive | This referral purpose is to approve using a vacant county property at the eastern-corner portion of 855 East Laurel Drive to construct affordable housing units for Monterey County seniors. A preliminary response was provided to the Board of Supervisors on February 28, 2023. HCD staff has met with the Housing Authority who have expressed an interest in partnering with the County on such a project. HCD is also coordinating with PWFP on plans for the Laurel Yard campus which are currently in development. Separately, HCD has been progressing an affordable housing project at this same site. On February 7, 2023 the Board approved an Exclusive Negotiating Agreement with Eden Housing Inc. for design and development of an Affordable Housing Multifamily Rental Housing Project. December 12, 2023, the Development Review Committee considered Eden's two-phase 132 rental unit affordable housing project. County has procured outside legal counsel and negotiations with Eden for a Disposition and Development Agreement with Long-Term Ground Lease are underway, which are anticipated to come to Board for consideration late spring 2024. The potential for a senior housing project will be presented to the Board once the Eden housing project is completed and PWFP has identified any remaining needs for land at the Laurel Yard. Proposed completion date of December 2026. | Pending |
| **14** | 2023.09 | 4/18/2023 | Alejo | PWFP | | Ishii | Salinas Regional Soccer Complex Grant Opportunities | This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark. | Pending |
| **15** | 2023.13 | 7/11/2023 | Church | PWFP | | Ishii | Laurel Yard Master Plan | This referral requests that county staff analyze the current and proposed uses of the County owned properties at and around the Laurel Yard in Salinas and engage in a master plan to ensure compatible development consistent with County operations and community objectives to determine if the Laurel Yard should be relocated and potential sites for consideration. A preliminary response was presented to the Board on August 29, 2023. Staff provided a status update to the Board on September 17, 2024. Site is included in the County-wide Master Plan and will be analyzed in context of the County's overall needs. Master Plan expected to be completed in Fall 2025. | Pending |
| **16** | 2023.17 | 7/19/2023 | Adams | HCD | | Spencer | Safeguard & Maintain Historic Buildings in Monterey County | Referral requests the County pass a local ordinance where it shall be unlawful for any person to cause or cause others to act to burn or structurally damage a structure that has been listed on a city, county, state, or national list of historic properties. This includes owners of a structure listed on a local, state, or national register of historic structures. HCD staff presented a preliminary response to this referral on September 12, 2023. The Board directed HCD to proceed with updating the County's Historic Preservation Ordinance to incorporate penalties for unlawful damage to historic resources. Updates to the Historic Preservation are on the long-range work plan for HCD and are programed to be completed in future years. | Pending |
| **17** | 2023.20 | 11/7/2023 | Church | Health | | Jimenez | Littering Fines | This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement. | Pending |
| **18** | 2023.21 | 11/7/2023 | Church | CAO | | Chiulos/Bokanovich | Non-County Entity Appointments Procedure for Supervisors | This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on ~~December 4, 2024 July 2025~~ August 2025. | Pending |
| **19** | 2023.22 | 11/28/2023 | Adams | PWFP | | Ishii | Bixby Bridge - Traffic and Pedestrian Safety | Referral requests that staff identify solutions to respond to the immediate health and safety emergency concerns at the Bixby Bridge in Big Sur due to increased levels of visitation resulting in traffic congestion, parking issues, blocked residential access, and unsafe illegal pedestrian crossings across Highway 1. Staff presented a Preliminary Analysis Report to the Board on January 23, 2024. Staff will provide updates as they meet with the working group. Urgency Ordinance was approved by the Board of Supervisors on June 25, 2024. Next steps are to work with HCD on Emergency Coastal Development Permit. Proposed completion date of August 2024. The permit for the Urgency Ordinance was approved. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. | Pending |

| Item # | Brd Rfi # | Assignment Date | Referred By | Lead Dept. | Sub-Depts. | Project Lead | Item | Report | Status |
|---|---|---|---|---|---|---|---|---|---|
| **20** | 2024.03 | 3/12/2024 | Lopez | CAO | | Vaughn | Wine Improvement District | This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date. | Pending |
| **21** | 2024.04 | 3/23/2024 | Church | CAO/PWFP | | Paolinelli/Ishii | Maintenance of Little Bear Creek: Permits | This referral requests a study of permit processes for cleaning and long-term maintenance of Little Bear Creek. A preliminary response will be presented to the Board on April 16, 2024. PWFP is acquiring a hydrologic and hydraulic study proposal from one of our on-call consultants. This is the next step identified in the Preliminary Analysis Report. There is currently not enough information to determine a completion date. Much will depend on State and federal regulators (as well as the public and Board if this effort should be funded). The hydrologic and hydraulic study is underway. | Pending |
| **22** | 2024.05 | 5/14/2024 | Church | PWFP | | Ishii | Speed Hump Fee Waivers for Low-Income Neighborhoods | This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in Summer 2025. | Pending |
| **23** | 2024.07 | 5/14/2024 | Alejo | HCD | | Spencer | County Tenant Relocation Assistance Ordinance Update | This referral request is to update the current County Relocation Assistance Ordinance 18.15.050 – "Tenant relocation provisions for rental housing" to allow an option by the County of Monterey to require landlords/property owners, who violate the county housing ordinance, to pay owed tenant relocation assistance upfront into a county account so that tenants can claim the owed rent later, without having to interact with the landlord/property owner and to better track payments made to housing victims and ensure timeliness. A preliminary response was presented to the Board on June 25, 2024. The Board provided direction to HCD to prepare an ordinance that amend current requirements to authorize the County to provide tenant relocation assistance directly to impacted families and individuals and to seek reimbursement from the landlord/property owner for those costs. The ordinance is on the list of long-range planning projects and is scheduled in "future years." The Board is asked to help review and prioritize the long-range projects annually. | Pending |
| **24** | 2024.10 | 9/10/2024 | Church | Health | | Jimenez | Allow POU/POE Water Treatment for New Construction (Including ADUs) | To allow for Point of Use/Point of Entry water treatment devices to be used for new construction on vacant legal lots of record and for accessory dwelling units (ADUs). A preliminary response will be presented to the Board on October 1, 2024. EHB has prepared a draft amended ordinance that will be sent to County Counsel for review this week. The amendments add the option to use POU/POE for new development on a vacant lot or for an ADU or other second unit. Once County Counsel approves the amended ordinance, EHB will contract with Rincon to do the Initial Study. It is necessary to prepare the draft ordinance before contracting with Rincon, so they know what to include in the initial study. The updates in the amended ordinance regarding new development are the same as Rincon analyzed in the initial CEQA document, which will help streamline the process. Staff gave an update to the Board on April 22, 2025 and were instructed to return by December 2025 with a proposed amendment to the ordinance and an initial Study-Mitigated Negative Declaration evaluation. | Pending |
| **25** | 2024.11 | 9/10/2024 | Church | Health | | Jimenez | Modifications to the County's Rooster Ordinance | This referral seeks to modify the County's Rooster Ordinance in order to make it more effective at eradicating cockfighting operations in unincorporated Monterey County. A preliminary response will be presented to the Board on October 1, 2024. Staff presented a Preliminary Analysis Response to the Board on 10/1/24 where the referral will be deemed complete contingent upon staff returning in 6 months with recommendations for updating/changing the Rooster ordinance. Staff is waiting to see if there is a change in State law and will bring the update back to the BoS once that information is confirmed next month (March 2025). Then a date will be set on the Board Agenda for an update. Staff is working on a letter of support for AB-928 (Rogers) Cockfighting Cruelty Act that is going to the Hitchcock Road Advisory Committee the week of May 19, 2025. | Pending |
| **26** | 2024.12 | 9/24/2024 | Aeljo | HCD | | Spencer | 1220 Natividad Road Property Repurposing for County Housing Trust Fund | This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13. | Pending |
| **27** | 2024.13 | 9/24/2024 | Alejo | CAO | | Paolinelli/Wilson | Tiny Homes Village Renaming | This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response to the Board on October 7, 2025. | Pending |

| Item # | Brd Rfl # | Assignment Date | Referred By | Lead Dept. | Sub-Depts. | Project Lead | Item | Report | Status |
|---|---|---|---|---|---|---|---|---|---|
| **28** | 2024.17 | 12/3/2024 | Church | HCD/CAO | | Spencer/Paolinelli | Policy for Evaluating Housing Economic Impacts on Residents in Legislative Decisions | This referral request for the Board of Supervisors to implement a policy requiring an assessment of potential housing economic impacts on residents in the legislative decision-making process. A preliminary response will be presented to the Board on February 4, 2025. | Pending |
| **29** | 2025.01 | 2/4/2025 | Alejo | County Counsel | | Blitch | Monterey County Fracking Ban | The purpose of this referral is to draft an ordinance that would prohibit fracking in Monterey County. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission for consideration in 2025. The portions of Measure Z that implement a fracking ban in the inland portions of Monterey County have now been put in place. Specifically, the 2010 General Plan and Ford Ord Master Plan have been updated. In consultation with Coastal Commission staff, HCD staff learned that the coastal land use plan amendments need to return to the Board before they can be submitted to the Coastal Commission. County Counsel's Office staff is working with HCD staff to return to the Board with the item, and then resubmit to the Coastal Commission. | Pending |
| **30** | 2025.03 | 4/22/2025 | Askew | CAO/COB | | Chiulos/Ralph | Encouraging Broad Diverse Applicant Pools with Transparent Outreach | This referral directs the County Administrative Officer and Clerk of the Board of the Board of Supervisors to ensure Board of Supervisors compliance with the Maddy Act and increase the transparency of outreach and encourage broad and diverse applicant pools for County Board, Committees, and Commissions, and Special Districts. Staff will provide a preliminary analysis response on May 13, 2025. | Pending |
| **31** | 2025.04 | 4/22/2025 | Askew | CAO/County Counsel/COB | | Chiulos/Blitch/Ralph | Follow-up to Referral #2023.19 - Monterey County Regional Fire District Board of Directors (MCRFD) Vacancies, to ensure completion of BOS direction. | The purpose of this referral is to ensure BOS direction to prepare for review, adoption, and implementation of a Board policy ensuring timely noticing of recruitments for vacancies on the boards of special districts for which the BOS is the appointing authority, given as a result of Referral #2023.19, is completed. Staff will provide a preliminary analysis response on May 13, 2025. | Pending |
| **32** | 2025.05 | 5/13/2025 | Daniels | PWFP | | Ishii | Bixby Bridge – No Parking | Requesting staff to define actions needed to continue the current emergency parking prohibition and maintain the physical measures implementing it beyond the conclusion of the CT Rocky Creek slip out repair project (currently estimated to be completed in June) without interruption unless/until a more global solution can be identified and implemented thru future projects. Staff will provide a preliminary analysis response on June 3, 2025. | Pending |
| **33** | 2025.06 | 6/10/2025 | Alejo/Lopez | Health | | Elsa | Monterey County Health Department Clinics Indigenous Pilot Program | The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on ~~July 8, 2025~~October 21, 2026. | Pending |
| **34** | 2025.07 | 8/5/2025 | Alejo | PWfP | | Ishii | The Alisal Arch of East Salinas | The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on ~~August 26, 2025~~ September 30, 2025. | Pending |
| **35** | 2025.08 | 8/5/2025 | Alejo | Health | | Jimenez | Mitigation Monitoring for the Salinas Regional Soccer Complex | The purpose of this referral is to have the Monterey County Environmental Health Bureau and/or the County Public Works, Facilities and Parks provide contracted mitigation monitoring services for the Salinas Regional Soccer Complex expansion project. Staff will provide a preliminary response to the Board on September 30, 2025. | Pending |
| **36** | 2025.09 | 8/19/2025 | Lopez | PWFP | | Ishii | Anza National Historic Trail Auto Tour Signs | Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025. | Pending |
| **37** | 2025.10 | 8/26/2025 | Alejo | Health | | Jimenez | Monterey County Spay and Neuter Ordinance for Cats and Dogs | The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025. | Pending |
| **38** | 2025.11 | 9/16/2025 | Church | PWFP | | Ishii | No Recreational Vehicle Parking on Railroad Avenue in Pajaro | This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary resonse on October 7, 2025. | Pending |
| | | | | | | | | ***Completed by Executive Assistant on September 25, 2025*** | |

# County of Monterey

## Board Report

**Legistar File Number: PAR 25-011**

**Item No.19**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 8/28/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Preliminary Analysis Report

Receive a preliminary analysis report in response to ***Board Referral No.* 2025.07 (Alejo)** seeking support and financial contribution to The Alisal Arch of East Salinas.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral No. 2025.07** and:
b. Direct that staff proceed with completion of referral based on description in this report; or,
c. Direct that staff:
    i. Proceed with completion of referral based on modifications by the Board; or,
    ii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or,
    iii. Rescind referral.
d. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:

**Background:**
On August 5, 2025, Supervisor Alejo submitted Board Referral No. 2025.07, requesting official support from the Board of Supervisors and a financial contribution toward the construction of an Alisal Arch in East Salinas (Attachment A).

The Alisal Community, annexed into the City of Salinas on August 5, 1963, is 2.75 square miles in size and home to approximately 30% of Salinas' population (or 61,000 people). It is Public Works, Facilities and Parks (PWFP) staff understanding that the project is a collaborative partnership among the City of Salinas (City), the County of Monterey (County), the Salinas-area Rotary Clubs, and individual community donors.

**Proposed Project Description:**
The construction of an iconic Alisal Arch will serve as a lasting tribute to the hardworking people, families, organizations, and small businesses that form the heart of East Salinas. This landmark will not only celebrate the community's resilience and vibrant history but also inspire greater neighborhood pride and unity. Designed as a beautification project for one of Salinas' most vital business corridors, the Alisal Arch will become a symbolic gathering place and an inviting photo destination for both residents and visitors alike.

Supervisor Luis Alejo

**Proposed Project Status:**
In November 2024, the City adopted the Alisal District Identity Master Plan (ADIMP) which advances goals from the Alisal Vibrancy Plan (AVP). The ADIMP seeks to strengthen the community's identity as a unique cultural, arts and shopping district and enhance the Alisal commercial corridor through greening, gateway elements, banners and signage and public art.

With support from a Caltrans Clean California Grant (CCCG), the City has initiated greening and pedestrian improvements along East Alisal. Current efforts include designing street banners and trash wraps and issuing calls for artists for artwork and photography. A call for artists was released at the beginning of September requesting monument design proposals for the roundabout at E. Alisal Street and Skyway. A similar process would be used for additional gateway or placemaking signage. Community feedback was collected through the development of the ADIMP.

**Estimated Project Cost:**
Although a specific design has not yet been finalized, the City has allocated $348,104 in the AVP Capital Improvement Plan (CIP) for monument design and construction.

For reference, the "Salinas" arch installed on Main Street in downtown Salinas in 2021 cost approximately $525,000, including a $196,900 contribution from the Rotary Club and donated architectural services valued at $61,200.

**Potential Financial Contributions:**
In the absence of a finalized project or budget, the County may consider the following contribution options:

**Option 1 - Percentage of the City's CIP allocation ($348,104):**

**a)** 10% = $34,810
b) 20% = $69,621
c) 30% = $104,431
d) 40% = $139,242
e) 50% = $174,052

**Option 2 - Percentage of the 2021 Salinas Arc Project Cost ($525,000):**

f) 10% = $52,500
g) 20% = $105,000
h) 30% = $157,500
i) 40% = $210,000
j) 50% = $262,500

**Option 3 - Launch a one-year fundraising campaign**, similar to efforts for the COVID Memorial at the Government Center to offset project cost once the monument design is finalized.

**Option 4 - Combine Options 1 & 2 or 1 & 3**

**Departmental Challenges:** As the project is located within City limits, the County has limited influence over cost, timeline, and procurement.

**Proposed Response Date:**
Pending the Board's direction regarding funding options, staff will return to the Board by December 31, 2025 with a detailed funding source and staffing requirements.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports the Board's Strategic Plan Goals for Infrastructure. A County contribution to the Alisal Monument would honor the community's rich history and recognize the contributions of its residents to the City and County.

____ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Board Referral No. #2025.07

**Introduced:** 8/28/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Preliminary Analysis Report

Receive a preliminary analysis report in response to ***Board Referral No.* 2025.07 (Alejo)** seeking support and financial contribution to The Alisal Arch of East Salinas.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral No. 2025.07** and:
b. Direct that staff proceed with completion of referral based on description in this report; or,
c. Direct that staff:
    i. Proceed with completion of referral based on modifications by the Board; or,
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d. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:

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**Proposed Project Description:**

The construction of an iconic Alisal Arch will serve as a lasting tribute to the hardworking people, families, organizations, and small businesses that form the heart of East Salinas. This landmark will not only celebrate the community's resilience and vibrant history but also inspire greater neighborhood pride and unity. Designed as a beautification project for one of Salinas' most vital business corridors, the Alisal Arch will become a symbolic gathering place and an inviting photo destination for both residents and visitors alike.

Supervisor Luis Alejo

**Proposed Project Status:**
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With support from a Caltrans Clean California Grant (CCCG), the City has initiated greening and pedestrian improvements along East Alisal. Current efforts include designing street banners and trash wraps and issuing calls for artists for artwork and photography. A call for artists was released at the beginning of September requesting monument design proposals for the roundabout at E. Alisal Street and Skyway. A similar process would be used for additional gateway or placemaking signage. Community feedback was collected through the development of the ADIMP.

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**Option 4 - Combine Options 1 & 2 or 1 & 3**

**Departmental Challenges:** As the project is located within City limits, the County has limited influence over cost, timeline, and procurement.

**Proposed Response Date:**
Pending the Board's direction regarding funding options, staff will return to the Board by December 31, 2025 with a detailed funding source and staffing requirements.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports the Board's Strategic Plan Goals for Infrastructure. A County contribution to the Alisal Monument would honor the community's rich history and recognize the contributions of its residents to the City and County.

____ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Board Referral No. #2025.07

**Monterey County Board of Supervisors**
**Referral Submittal Form**

**Referral No. 2025.07**
**Assignment Date: 08/5/25**

**SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:**

| Date: 7/29/2025 | Submitted By: Luis Alejo | District #: 1 |
|---|---|---|

Referral Title: **The Alisal Arch of East Salinas**

Referral Purpose: The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project.

Brief Referral Description: The construction of an iconic Alisal Arch will serve as a lasting tribute to the hardworking people, families, organizations, and small businesses that form the heart of East Salinas. This landmark will not only celebrate the community's resilience and vibrant history, but also inspire greater neighborhood pride and unity. Designed as a beautification project for one of Salinas' most vital business corridors, the Alisal Arch will become a symbolic gathering place and an inviting photo destination for both residents and visitors alike.

This effort envisions a collaborative partnership between the City of Salinas, the County of Monterey, the Salinas-area Rotary Clubs, and generous individual donors from the community. Together, these partners can bring to life a project that reflects the spirit and legacy of East Salinas.

A successful example of such a project is the Salinas Rotary Arch, constructed in 2021 through a joint effort between the Salinas-area Rotaries and the City of Salinas. Located on Main Street, that arch has quickly become a beloved and iconic location, frequently visited and photographed by community members and tourists each week. The Alisal deserves something equally meaningful.

The Alisal community holds a rich and powerful history. Originally part of unincorporated Monterey County, it was a multiethnic community of Mexican, Filipino, Japanese, Chinese, and Dust Bowl-era migrants from Oklahoma, Arkansas, and Texas. The area was officially annexed into the City of Salinas on August 5, 1963, following a successful vote by Alisal residents on June 11 of that year, after three prior annexation attempts dating back to 1949. This historic annexation added nearly 20,000 residents to the city, increasing Salinas' population to over 53,000 at the time.

The name "Alisal" comes from the Spanish word for sycamore trees, native to this region. The area was once part of Rancho El Alisal, an 8,912-acre Mexican land grant given in 1833 by Governor José Figueroa to Feliciano and Mariano Soberanes and William Edward Petty Hartnell. Later, Bruno Bernal and Judge James A. Bardin acquired portions of the ranch, laying the foundation for the Alisal's agricultural and residential development. A post office opened in 1868, and the Alisal Homestead Association began building homes in the hope of establishing a thriving town.

Alisal also played a significant role in the farmworker movement. In 1969, labor leader César Chávez came to the Salinas Valley to organize farmworkers and opened a local office of the United Farm Workers Organizing Committee (UFWOC) at 14 South Wood Street, next to Sherwood Elementary School. That office remained in the Alisal until the mid-2000s, reinforcing its place in labor history.

Today, the Alisal remains a diverse, culturally rich, and economically vital part of the Salinas Valley. This future arch will serve as a beacon of identity and unity, a symbol of the Alisal's past, present, and future. It will honor the generations who built this community and serve as a proud landmark for future generations to come.

By creating a space that highlights the Alisal's legacy and encourages civic pride, the Alisal Arch will help uplift East Salinas and cement its rightful place among the iconic landmarks of Monterey County.

| Classification - Implication | Mode of Response |
|---|---|
| ☐Ministerial / Minor | ☐ Memo **X** Board Report **X** Presentation |

| ☐ Land Use Policy<br>☐ Social Policy<br>☐ Budget Policy<br>**X** Other: Community Beautification and CDBG | **Requested Response Timeline**<br>☐ 2 weeks ☐ 1 month **X** 8 weeks<br>☐ Status reports until completed<br>☐ Other: _____ ☐ Specific Date: _____ |
|---|---|

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:**

| Department(s): | Referral Lead: | Board Date: |
|---|---|---|
| **Public Works, Facilities, and Parks** | **Randy Ishii** | **8/5/25** |

**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:**

| Department(s): | Referral Lead: | Original Date: |
|---|---|---|

**ANALYSIS - Completed by Department and copied to Board Offices and CAO:**

| Department analysis of resources required/impact on existing department priorities to complete referral: | |
|---|---|
| Analysis Completed By:<br>_____<br>Date: _____ | **Department's Recommended Response Timeline**<br>☐ By requested date<br>☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months<br>☐ 1 year ☐ Other/Specific Date:_____ |

**REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:**

| Referral Response Date: | Board Item No.: | Referrals List Deletion: |
|---|---|---|

# County of Monterey

## Board Report

**Legistar File Number: PAR 25-013**

**Item No.20**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/10/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Preliminary Analysis Report

Consider a preliminary analysis report in response to **Board Referral No. 2025.10** seeking to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral No. 2025.10**;
b. Provide direction on a preferred referral processing option:
    i. Proceed with completion of referral as outlined in preliminary report;
    ii. Proceed with completion of referral based on modifications by Board;
    iii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or
    iv. Rescind referral.
c. Provide further direction, as appropriate.

SUMMARY:

**Board Referral No. 2025.10** was issued by Supervisor Alejo and assigned to the Health Department on August 26, 2025. This referral seeks to enact a mandatory Spay and Neuter Ordinance for dogs and cats to address concerns regarding overpopulation of unwanted pets, impacts on already overcrowded local shelters, and euthanasia rates. In the County of Monterey, the City of Seaside is the only jurisdiction with a Mandatory Spay and Neuter Ordinance requiring cats over 5 months and dogs over 6 months of age to be spayed or neutered. The City of Seaside adopted a mandatory Spay and Neuter Ordinance in November 2024, and it went into effect December 2024. There are other jurisdictions throughout California that have variations of a mandatory spay and neuter ordinance and how those ordinances have affected local populations of dogs and cats has yet to be evaluated by staff.

PRELIMINARY ANALYSIS:

**Background:**

**Board Referral No. 2025.10** was assigned to the Health Department on August 26, 2025, to explore feasibility of adopting a mandatory Spay and Neuter Ordinance to reduce unwanted pet population, overcrowding in local animal shelters, and euthanasia rates. In January 2023, the County of Monterey and the City of Salinas executed a Joint Powers Agreement (JPA) forming the Hitchcock Road Animal Services (HRAS) agency reporting to a JPA Board of Directors with two

representatives each from the County of Monterey and the City of Salinas. HRAS staff will present this Board Referral to the JPA Board of Directors at their meeting on September 18, 2025, seeking their direction, as efforts towards recommending a County Ordinance be adopted will impact HRAS operations.

**Project Description:**
HRAS staff have initially researched and explored feasibility of recommending a mandatory Spay and Neuter Ordinance. In ideal situations, mandatory ordinances may reduce pet overpopulation, decrease shelter euthanasia rates, improve public safety with fewer animals running at large, reduce risk of cancers and infections for altered animals, and over time, may result in cost savings for local municipalities. Conversely, mandatory ordinances may be difficult to enforce without adequate funding and staffing, may be challenging for lower income residents to comply with mandate if they don't have access to low-cost services, may discourage pet ownership, and may result in negative health outcomes for some breeds if sterilization is performed on much younger pets. With or without a mandatory ordinance, ensuring there is ample and consistent availability and access to low-cost services coupled with public awareness and education does positively impact pet and shelter overpopulation and reduce euthanasia rates. It is important to note that state and national organizations such as Cal Animals, ASPCA and Best Friends do not recommend mandatory spay and neuter ordinances due to lack of correlation between ordinance, ability of jurisdiction's ability to enforce, and outcomes expected.

Staff intend to review other jurisdictions' mandatory ordinances, their best practices and data, as well as challenges faces. HRAS staff will also conduct further analysis of investments needed to expand access to low-cost services and staffing levels, consult with the HRAS Advisory Committee and seek JPA Board of Directors direction prior to returning to the Board of Supervisors with an updated response to this Referral.

**Estimated Project Cost:**
HRAS staff need 6-9 months to further research feasibility of implementing a Mandatory Spay and Neuter Ordinance for the County of Monterey and plan to return to the Board with an update in by May 2026.

**Staffing Level Estimate:**
HRAS staff need 6-9 months to further research feasibility of implementing a Mandatory Spay and Neuter Ordinance for the County of Monterey and plan to return to the Board with an update in by May 2026.

**Departmental Challenges:**
For the public to successfully comply with a Mandatory Spay and Neuter Ordinance, there needs to be consistent access to low-cost spay and neuter services as well as ample internal departmental resources. HRAS staff need to conduct an updated assessment of availability of veterinary services in Monterey County and cost for surgeries. With the current shortage of veterinarians, the public may experience long wait times for clinic appointments and may have to travel long distances to access a clinic. Affordability may also pose a challenge for many of our residents as the average cost for a clinic visit and surgery is around $500 per pet. Staff also need to analyze what additional staffing will be

needed for both office and field operations to ensure successful enforcement. Lastly, the HRAS JPA Board of Directors will need to take a position on whether to move a Mandatory Ordinance forward as additional resources will be needed to be made available to ensure the successful implementation of a Mandatory Ordinance.

**Proposed Response Date:**
HRAS staff need 6-9 months to further research feasibility of implementing a Mandatory Spay and Neuter Ordinance for the County of Monterey and plan to return to the Board with an update in by May 2026.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed project is targeted to improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Mark a check next to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Cindy Burnham, HRAS Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Preliminary Analysis Report
Board Referral No. # 2025.10

# County of Monterey

## Board Report

**Legistar File Number: PAR 25-013**

**Item No.**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/10/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Preliminary Analysis Report

Consider a preliminary analysis report in response to **Board Referral No. 2025.10** seeking to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to **Board Referral No. 2025.10**;
b. Provide direction on a preferred referral processing option:
    i. Proceed with completion of referral as outlined in preliminary report;
    ii. Proceed with completion of referral based on modifications by Board;
    iii. Return to Board with a more comprehensive analysis of referral and anticipated effort for completion; or
    iv. Rescind referral.
c. Provide further direction, as appropriate.

SUMMARY:

**Board Referral No. 2025.10** was issued by Supervisor Alejo and assigned to the Health Department on August 26, 2025. This referral seeks to enact a mandatory Spay and Neuter Ordinance for dogs and cats to address concerns regarding overpopulation of unwanted pets, impacts on already overcrowded local shelters, and euthanasia rates. In the County of Monterey, the City of Seaside is the only jurisdiction with a Mandatory Spay and Neuter Ordinance requiring cats over 5 months and dogs over 6 months of age to be spayed or neutered. The City of Seaside adopted a mandatory Spay and Neuter Ordinance in November 2024, and it went into effect December 2024. There are other jurisdictions throughout California that have variations of a mandatory spay and neuter ordinance and how those ordinances have affected local populations of dogs and cats has yet to be evaluated by staff.

PRELIMINARY ANALYSIS:

**Background:**

**Board Referral No. 2025.10** was assigned to the Health Department on August 26, 2025, to explore feasibility of adopting a mandatory Spay and Neuter Ordinance to reduce unwanted pet population, overcrowding in local animal shelters, and euthanasia rates. In January 2023, the County of Monterey and the City of Salinas executed a Joint Powers Agreement (JPA) forming the Hitchcock Road Animal Services (HRAS) agency reporting to a JPA Board of Directors with two

representatives each from the County of Monterey and the City of Salinas. HRAS staff will present this Board Referral to the JPA Board of Directors at their meeting on September 18, 2025, seeking their direction, as efforts towards recommending a County Ordinance be adopted will impact HRAS operations.

**Project Description:**
HRAS staff have initially researched and explored feasibility of recommending a mandatory Spay and Neuter Ordinance. In ideal situations, mandatory ordinances may reduce pet overpopulation, decrease shelter euthanasia rates, improve public safety with fewer animals running at large, reduce risk of cancers and infections for altered animals, and over time, may result in cost savings for local municipalities. Conversely, mandatory ordinances may be difficult to enforce without adequate funding and staffing, may be challenging for lower income residents to comply with mandate if they don't have access to low-cost services, may discourage pet ownership, and may result in negative health outcomes for some breeds if sterilization is performed on much younger pets. With or without a mandatory ordinance, ensuring there is ample and consistent availability and access to low-cost services coupled with public awareness and education does positively impact pet and shelter overpopulation and reduce euthanasia rates. It is important to note that state and national organizations such as Cal Animals, ASPCA and Best Friends do not recommend mandatory spay and neuter ordinances due to lack of correlation between ordinance, ability of jurisdiction's ability to enforce, and outcomes expected.

Staff intend to review other jurisdictions' mandatory ordinances, their best practices and data, as well as challenges faces. HRAS staff will also conduct further analysis of investments needed to expand access to low-cost services and staffing levels, consult with the HRAS Advisory Committee and seek JPA Board of Directors direction prior to returning to the Board of Supervisors with an updated response to this Referral.

**Estimated Project Cost:**
HRAS staff need 6-9 months to further research feasibility of implementing a Mandatory Spay and Neuter Ordinance for the County of Monterey and plan to return to the Board with an update in by May 2026.

**Staffing Level Estimate:**
HRAS staff need 6-9 months to further research feasibility of implementing a Mandatory Spay and Neuter Ordinance for the County of Monterey and plan to return to the Board with an update in by May 2026.

**Departmental Challenges:**
For the public to successfully comply with a Mandatory Spay and Neuter Ordinance, there needs to be consistent access to low-cost spay and neuter services as well as ample internal departmental resources. HRAS staff need to conduct an updated assessment of availability of veterinary services in Monterey County and cost for surgeries. With the current shortage of veterinarians, the public may experience long wait times for clinic appointments and may have to travel long distances to access a clinic. Affordability may also pose a challenge for many of our residents as the average cost for a clinic visit and surgery is around $500 per pet. Staff also need to analyze what additional staffing will be

needed for both office and field operations to ensure successful enforcement. Lastly, the HRAS JPA Board of Directors will need to take a position on whether to move a Mandatory Ordinance forward as additional resources will be needed to be made available to ensure the successful implementation of a Mandatory Ordinance.

**Proposed Response Date:**
HRAS staff need 6-9 months to further research feasibility of implementing a Mandatory Spay and Neuter Ordinance for the County of Monterey and plan to return to the Board with an update in by May 2026.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed project is targeted to improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Mark a check next to the related Board of Supervisors Strategic Initiatives

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Cindy Burnham, HRAS Administrator, 769-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Preliminary Analysis Report
Board Referral No. # 2025.10

**Monterey County Board of Supervisors**
**Referral Submittal Form**

**Referral No. 2025.10**
**Assignment Date: 08/26/25**

**SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:**

| Date: 8/13/2025 | Submitted By: Luis Alejo | District #: 1 |
|---|---|---|
| Referral Title: **Monterey County Spay and Neuter Ordinance for Cats and Dogs** | | |
| Referral Purpose: The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. | | |
| Brief Referral Description: Monterey County's communities face a persistent challenge with pet overpopulation, resulting in overcrowded animal shelters, increased euthanasia rates, and avoidable public health and safety concerns. Without a proactive policy, stray and unwanted animals continue to multiply, placing a financial and emotional burden on residents, animal control services, and nonprofit rescue and spay/neuter organizations, like SNIP.<br><br>A county spay and neuter ordinance would require most dogs and cats in unincorporated areas to be surgically sterilized, with reasonable exemptions for licensed breeders, working animals, and those with medical conditions. This approach directly addresses the root cause of overpopulation by preventing unwanted litters before they occur. Such an ordinance would:<br>• Reduce shelter intake and euthanasia rates, freeing resources for adoption, rehabilitation, and humane care.<br>• Lower taxpayer costs associated with animal control, sheltering, and enforcement.<br>• Improve public safety by decreasing roaming animals, dog bites, abandoned pets & vehicle-animal collisions.<br>• Enhance animal welfare by reducing suffering, neglect, and the spread of disease among stray populations.<br><br>By adopting a spay and neuter ordinance, Monterey County can demonstrate compassionate, fiscally responsible leadership and protect both its residents and animals. The leadership of the County of Monterey can also inspire the remaining 11 cities to also adopt similar policies. In Monterey County, only one city out of 12 have adopted mandatory spay/neuter ordinances:<br>• City of Seaside: In November 2024, the city passed an ordinance that requires cats over 5 months and dogs over 6 months to be spayed or neutered. Ordinance went into effect 30 days later in December 2024. | | |

| **Classification - Implication** | **Mode of Response** |
|---|---|
| ☐Ministerial / Minor<br>☐ Land Use Policy<br>☐ Social Policy<br>☐ Budget Policy<br>**X** Other: **Animal Services/Health Dept.** | ☐ Memo **X** Board Report **X** Presentation<br>**Requested Response Timeline**<br>☐ 2 weeks **X** 1 month ☐ 8 weeks<br>☐ Status reports until completed<br>☐ Other: _____ ☐ Specific Date: _____ |

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:**

| Department(s): Health Department | Referral Lead: Elsa Jimenez | Board Date: 08/26/25 |
|---|---|---|

**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:**

| Department(s): | Referral Lead: | Original Date: |
|---|---|---|

**ANALYSIS - Completed by Department and copied to Board Offices and CAO:**

| Department analysis of resources required/impact on existing department priorities to complete referral: | |
|---|---|
| Analysis Completed By: | **Department's Recommended Response Timeline** |

| | |
|---|---|
| _____<br><br>Date: _____ | ☐ By requested date<br>☐ 2 weeks ☐ 1 month ☐ 6 weeks ☐ 6 months<br>☐ 1 year ☐ Other/Specific Date:_____ |

**REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:**

| Referral Response Date: | Board Item No.: | Referrals List Deletion: |
|---|---|---|

# County of Monterey

## Board Report

**Legistar File Number: OBM 25-142**

# Item No.21

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 8/25/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Other Board Matters

County Administrative Officer Comments

# County of Monterey

## Board Report

**Legistar File Number: OBM 25-143**

# Item No.22

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 8/25/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** Other Board Matters

Board Comments

# County of Monterey

## Board Report

**Legistar File Number: 25-670**

# Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/23/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** General Agenda Item

2025 Board of Supervisors Meeting Schedule

***Before the Board of Supervisors in and for the***
***County of Monterey, State of California***

Adopt the Board of Supervisors' meeting )
schedule for the calendar year 2025…… )

The Board will meet on Wednesday, May 28, 2025, at 9:00 a.m. and Thursday, May 29, 2025, at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

| **Meeting On:** |
|---|
| January 7, 2025 |
| January 14, 2025 |
| January 28, 2025 |
| February 4, 2025 |
| February 7, 2025 Legislative Workshop - Friday |
| February 18, 2025 |
| February 25, 2025 |
| March 7, 2025 BOS/Dept. Head Retreat - Friday |
| March 11, 2025 |
| March 18, 2025 |
| March 25, 2025 Budget Workshop |
| April 15, 2025 |
| April 22, 2025 |
| April 29, 2025 |
| May 6, 2025 |
| May 13, 2025 |
| May 20, 2025 |
| May 28, 2025 Budget Hearings - Wednesday |
| May 29, 2025 Budget Hearings – Thursday (If needed) |
| June 3, 2025 |
| June 10, 2025 |
| June 17, 2025 Budget Adoption, etc. |
| June 24, 2025 |
| June 26, 2025 Executive Performance Evaluations -Thursday |
| June 27, 2025 Executive Performance Evaluations – Friday (If needed) |
| July 1, 2025 |
| July 8, 2025 |
| August 5, 2025 |
| August 12, 2025 |
| August 19, 2025 |
| August 26, 2025 |
| September 16, 2025 |
| September 23, 2025 |
| September 30, 2025 |
| October 7, 2025 |
| October 14, 2025 |
| October 21, 2025 |
| October 28, 2025 |
| November 4, 2025 |
| November 18, 2025 |

| |
|---|
| December 2, 2025 |
| December 9, 2025 |
| December 10, 2025 – Wednesday Overflow (If needed) |
| December 11, 2025 Executive Performance Evaluations - Thursday |
| December 12, 2025 Executive Performance Evaluations – Friday (If needed) |

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

| No Meeting On: | In observance of: |
|---|---|
| January 21, 2025 | Martin Luther King's Day |
| February 11, 2025 | National Association of Counties Conference (NACo) |
| March 4, 2025 | Dept Head Retreat |
| April 1, 2025 | Cesar Chavez Day |
| April 8, 2025 | Spring Break |
| May 27, 2025 | Memorial Day |
| July 15, 205 | Summer Recess |
| July 22, 2025 | Summer Recess |
| July 29, 2025 | Summer Recess |
| September 2, 2025 | Labor Day |
| September 9, 2025 | Legislative Conference |
| November 11, 2025 | Veterans Day |
| November 25, 2025 | Thanksgiving Day |
| December 16, 2025 | Winter Break |
| December 23, 2025 | Winter Break |
| December 30, 2025 | Winter Break |

PASSED AND ADOPTED on this 24th day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting on September 24, 2024.

Dated: September 27, 2024

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

**Introduced:** 8/13/2025

**Current Status:** Natividad Medical Center - Consent

**Version:** 1

**Matter Type:** BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with The Power Plant LLC, pursuant to the Request for Proposals (RFP) #9600-97 for coffee vendor services at NMC, with an initial agreement term beginning October 1, 2025 through September 30, 2028, with the option to extend the agreement for two (2) additional one (1) year periods, at no cost to the County.
b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to two (2) future amendments to the agreement to exercise the one-year extension options, which, if fully exercised, would extend the agreement through September 30, 2030, as long as there is no cost and no significant changes to the agreement, and subject to County Counsel review.

**RECOMMENDATION:**


a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with The Power Plant LLC, pursuant to the Request for Proposals (RFP) #9600-97 for coffee vendor services at NMC, with an initial agreement term beginning October 1, 2025 through September 30, 2028, with the option to extend the agreement for two (2) additional one (1) year periods, at no cost to the County.

b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to two (2) future amendments to the agreement to exercise the one-year extension options, which, if fully exercised, would extend the agreement through September 30, 2030, as long as there is no cost and no significant changes to the agreement, and subject to County Counsel review.


**SUMMARY/DISCUSSION:**

On May 30, 2025, Natividad Medical Center (NMC) issued Request for Proposal (RFP) #9600-97 to solicit qualified vendors for coffee services. By the submission deadline of July 11, 2025, NMC received two proposals. All submissions were evaluated in accordance with the criteria set forth in the RFP. Following a comprehensive review, The Power Plant LLC was identified as the top-ranked and most qualified vendor by the NMC selection team. The vendor was tentatively selected to be awarded agreements to provide coffee services. The Power Plant LLC's proposal met criteria including quality of coffee and diverse offerings, optional food menu, pricing and overall value, online ordering system to reduce wait time, experiences and references and are a locally owned and operated vendor.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 8, 2025.

**FINANCING:**

This agreement shall not result in any cost to the County. Revenue generated shall be based on contractor's actual water and electricity usage and shall be billed in accordance with the prevailing metered utility rates applicable during the fiscal year in which the services are rendered.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement for coffee services supports the hospital's strategic plan to foster a highly engaged workforce by providing in-demand, high-quality coffee and food options to employees. It also supports the strategic plan goal of promoting efficient operations through the pre-order option which reduces wait times. In addition, this agreement benefits NMC's patients, visitors, nearby County of Monterey offices and surrounding residents and businesses.

__ Economic Development
X Administration
__Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Hillary Fish, Director of Marketing and Community Relations, 831-783-2693
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Agreement with The Power Plant LLC Awarded per RFP #9600-97

Attachments on file with the Clerk of the Board

**Introduced:** 8/13/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with The Power Plant LLC, pursuant to the Request for Proposals (RFP) #9600-97 for coffee vendor services at NMC, with an initial agreement term beginning October 1, 2025 through September 30, 2028, with the option to extend the agreement for two (2) additional one (1) year periods, at no cost to the County.

b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to two (2) future amendments to the agreement to exercise the one-year extension options, which, if fully exercised, would extend the agreement through September 30, 2030, as long as there is no cost and no significant changes to the agreement, and subject to County Counsel review.

**RECOMMENDATION:**


a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with The Power Plant LLC, pursuant to the Request for Proposals (RFP) #9600-97 for coffee vendor services at NMC, with an initial agreement term beginning October 1, 2025 through September 30, 2028, with the option to extend the agreement for two (2) additional one (1) year periods, at no cost to the County.

b. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute up to two (2) future amendments to the agreement to exercise the one-year extension options, which, if fully exercised, would extend the agreement through September 30, 2030, as long as there is no cost and no significant changes to the agreement, and subject to County Counsel review.


**SUMMARY/DISCUSSION:**

On May 30, 2025, Natividad Medical Center (NMC) issued Request for Proposal (RFP) #9600-97 to solicit qualified vendors for coffee services. By the submission deadline of July 11, 2025, NMC received two proposals. All submissions were evaluated in accordance with the criteria set forth in the RFP. Following a comprehensive review, The Power Plant LLC was identified as the top-ranked and most qualified vendor by the NMC selection team. The vendor was tentatively selected to be awarded agreements to provide coffee services. The Power Plant LLC's proposal met criteria including quality of coffee and diverse offerings, optional food menu, pricing and overall value, online ordering system to reduce wait time, experiences and references and are a locally owned and operated vendor.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 8, 2025.

**FINANCING:**

This agreement shall not result in any cost to the County. Revenue generated shall be based on contractor's actual water and electricity usage and shall be billed in accordance with the prevailing metered utility rates applicable during the fiscal year in which the services are rendered.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement for coffee services supports the hospital's strategic plan to foster a highly engaged workforce by providing in-demand, high-quality coffee and food options to employees. It also supports the strategic plan goal of promoting efficient operations through the pre-order option which reduces wait times. In addition, this agreement benefits NMC's patients, visitors, nearby County of Monterey offices and surrounding residents and businesses.

__ Economic Development
X Administration
__Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Hillary Fish, Director of Marketing and Community Relations, 831-783-2693
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:
Agreement with The Power Plant LLC Awarded per RFP #9600-97

Attachments on file with the Clerk of the Board

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# AGREEMENT BETWEEN COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER AND THE POWER PLANT LLC

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and The Power Plant LLC, hereinafter referred to as "CONTRACTOR."

## 1.0 RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Proposals RFP# 9600-97 to provide **COFFEE VENDOR SERVICES**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

## 2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFP #9600-97 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-97. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP #9600-97 plus all associated Addenda
CONTRACTOR'S Proposal dated Friday, July 11, 2025
Certificate of Insurance
Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT,

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CONTRACTOR's Proposal, RFP #9600-97 including all attachments and exhibits, Addenda issued, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.

2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

2.4.1 CONTRACTOR must maintain all licenses and permits throughout the term of the AGREEMENT.

2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## 3.0 SCOPE OF SERVICE

### 3.1 Contractor Minimum Work Performance Percentage

The CONTRACTOR shall perform 100 percent of all work under this Agreement. CONTRACTOR shall not subcontract any work to third party contractors.

### 3.2 Product Offering

The Contractor shall:

- Offer a diverse, high-quality selection of coffee beverages, including but not limited to espresso, lattes/specialty drinks, and drip coffee, as well as a variety of tea options.
- Provide a range of alternative milk options, including almond, oat, and soy.
- Optionally, offer food items, with an emphasis on healthy food choices if applicable.
- Clearly post the menu and pricing in English; Spanish translation is optional.
- Product offerings are further discussed in ***Exhibit-A: Rate Sheet/Charges to Customers.***

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### 3.3 Operation

The Contractor shall:

- Operate the coffee vending service at NMC Monday through Friday during mutually agreed-upon business hours (e.g., 7:00 a.m. to 5:00 p.m.), with flexibility for adjustments as needed.
- Provide an online ordering system to reduce customer wait times and enhance service efficiency.

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### 3.4 Equipment & Supplies

The Contractor shall:

- Furnish all equipment necessary for the preparation of coffee and beverages, including espresso machines, grinders, and brewers, and maintain such equipment in good working order.
- Ensure a consistent supply of all necessary items (e.g., coffee beans, milk, cups) for uninterrupted service.
- Ensure that the Mobile Food Facility (MFF) is capable of parking on the sidewalk near Building 400, in compliance with site parking restrictions as deemed by Natividad and fire safety regulations.
- Operate a fully self-contained MFF with an integrated floor, ensuring that all coffee and food preparation occurs within the vehicle or trailer to maintain cleanliness and prevent site contamination.

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### 3.5 Staffing

The Contractor shall:

- Employ qualified, trained baristas to prepare and serve beverages and food as needed.
- Maintain professional, courteous, and efficient service environment at all times.

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### 3.6 Health & Safety

The Contractor shall:

- Comply with all applicable local, county, and state health regulations pertaining to food and beverage service.
- Maintain a clean and sanitary work area, including the surrounding premises, and promptly address any spills, litter, or other cleanliness issues in the vicinity of the MFF.
- Obtain and maintain all necessary permits, licenses, and insurance as required by county, fire, and health authorities.

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### 3.7 Business Agreement, Reporting & Feedback

The Contractor shall:

- [1]Provide one (1) complimentary coffee beverage of its choice to Natividad staff during Hospital Week, occurring annually in the second week of May. The offer is non-transferable and will be coordinated by the Human Resources Department. The purpose of offering this complimentary beverage offer is to reward NMC staff for their dedicated service to the community.
- Be responsible for all expenses related to the operation and staffing of the business.
- Not transfer, assign, sublet, or share the designated service space without prior written approval from Natividad.
- Submit monthly reports detailing sales volume by date and time, customer feedback, and any notable operational issues.
- Maintain open and ongoing communication with Natividad Medical Center staff regarding service delivery, operating hours, and any changes to the menu.
- CONTRACTOR shall dispose of used/ waste/greywater by a Monterey County licensed wastewater company and removed from the site. This service can be arranged to occur during hours of the day when staff and visitors at NMC are at a minimum. Wastewater shall never be discharged at NMC's facility sinks, Environmental Services (EVS) closets, bathrooms, or in any other form.
- CONTRACTOR may use the COUNTY dumpster in the parking lot adjacent to the Emergency Department for daily trash needs. CONTRACTOR shall not dispose of hazardous materials including chemicals and sharps, including knives, in the dumpster.
- **If CONTRACTOR requires and utilizes COUNTY-provided utilities (e.g., water, electricity), the CONTRACTOR shall be responsible for re-imbursing the COUNTY for all metered usage costs. The COUNTY will assess utilities usage, and invoice these charges monthly based on the utility rates in effect at the time of usage.**

### 3.8 Parking of MFF on Natividad Medical Center's Premises (Including Overnight Parking)

- It is mutually understood and agreed that in the event the County allows CONTRACTOR to leave their MFF/Trailer and equipment overnight, the County provides no security or assurances for the safety of the CONTRACTOR's MFF/trailer, equipment, or contents, and assumes no responsibility for any loss, damage, or theft. All equipment is left on the property entirely at the CONTRACTOR's own risk.

[1] All COUNTY employee directly involved in this RFP bidding process shall be prohibited from receiving complimentary beverage offers by CONTRACTOR.

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## 4.0 TERM OF AGREEMENT

4.1 The initial term shall commence on October 1, 2025 through and including September 30, 2028, with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.

4.2 If COUNTY exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.

4.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## 5.0 COMPENSATION AND PAYMENTS

5.1 CONTRACTOR shall operate as an independent vendor and shall not receive compensation or subsidy from the COUNTY or Natividad Medical Center for services rendered under this Agreement. All revenues generated from sales of beverages and food items shall be retained by the CONTRACTOR. The CONTRACTOR shall be responsible for any and all operating costs, including but not limited to labor, equipment, supplies, permits, insurance, and utility charges. **If CONTRACTOR requires and utilizes COUNTY-provided utilities (e.g., water, electricity), the CONTRACTOR shall be responsible for re-imbursing the COUNTY for all metered usage costs. The COUNTY will assess utilities usage, and invoice these charges monthly based on the utility rates in effect at the time of usage.**

5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars spent under this AGREEMENT.

5.3 CONTRACTOR shall price product offerings to customers in accordance with ***Exhibit-A: Rate Sheet/Charges to Customers.***

5.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

5.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.

5.6 Tax:

5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

5.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

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## 6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all utilities charged by COUNTY to CONTRACTOR per this AGREEMENT shall be billed directly The Power Plant LLC at the following address:

The Power Plant LLC
7990 Highway 1
Moss Landing, CA
95039

6.2 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

## 7.0 INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

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8.1.3 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

8.2 Insurance Coverage Requirements:

8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

8.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

8.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to

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transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

8.3.3 *Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.*

8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

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## 9.0 RECORDS AND CONFIDENTIALITY

9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

9.2 County of Monterey Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.

9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.

9.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

## 10.0 NON-DISCRIMINATION

10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such

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discrimination.

10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

## 11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 100 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

11.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

11.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## 12.0 CONFLICT OF INTEREST

12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

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## 13.0 COMPLIANCE WITH APPLICABLE LAWS

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 14.0 DRUG FREE WORKPLACE

14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

## 15.0 TIME OF ESSENCE

15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

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## 16.0 PERFORMANCE ASSURANCE

16.1 Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## 17.0 TRAVEL REIMBURSEMENT

17.1 Travel reimbursements are not permitted for this AGREEMENT.

## 18.0 EMERGENCY SITUATIONS

18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.

## 19.0 NON-APPROPRIATIONS CLAUSE

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

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# 20.0 NOTICES

20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

20.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Natividad Medical Center
Attn: CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906

TO CONTRACTOR:
The Power Plant LLC
7990 Highway 1
Moss Landing, CA
95039

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## 21.0 LEGAL DISPUTES

21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

21.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## 22.0 GENERAL PROVISIONS

22.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

22.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

22.3 Exhibits. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

22.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

22.5 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

22.6 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

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***~ Signature page to follow ~***

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**COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Monterey County Deputy County Counsel

Date: _____

**APPROVED AS TO FISCAL PROVISIONS**

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

**CONTRACTOR**

The Power Plant LLC
**CONTRACTOR's Business Name**
***See instructions below***

DocuSigned by:
By: Chuck Drake
66F1950C822240A...
(Signature of: Chair, President, or Vice-President)

Managing Member
Name and Title

Date: 9/18/2025 | 12:09 PM PDT

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Docusign Envelope ID: 9FC9835C-2B1F-4C0F-A675-29CB5502FEB5



| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Baked Goods | Almond Croissant | Regular | 6.50 |
| Baked Goods | Apple slipper | Regular | 5.65 |
| Baked Goods | Apricot Tartlette | Regular | 6.25 |
| Baked Goods | Banana Bread | Regular | 5.75 |
| Baked Goods | Bear Claw | Regular | 5.50 |
| Baked Goods | Breakfast Muffin | Regular | 5.25 |
| Baked Goods | Butterscotch Blondie | Regular | 5.50 |
| Baked Goods | Cheese Scone | Regular | 6.50 |
| Baked Goods | Cheesecake | Regular | 6.95 |
| Baked Goods | Chocolate Chunk W Flake Sa | Regular | 5.00 |
| Baked Goods | Chocolate Croissant | Regular | 5.00 |
| Baked Goods | Cinnamon Roll | Regular | 6.00 |
| Baked Goods | Crimpy, Olallieberry | Regular | 4.75 |
| Baked Goods | Espresso Brownie | Regular | 5.75 |
| Baked Goods | Everything Cookie | Regular | 5.50 |
| Baked Goods | Fruit Tart | Regular | 4.50 |
| Baked Goods | GF Vegan Chocolate Chip Co | Regular | 5.00 |
| Baked Goods | Lemon Bar | Regular | 6.00 |
| Baked Goods | Mini Almond Croissant | Regular | 3.75 |
| Baked Goods | Morning Bun | Regular | 5.65 |
| Baked Goods | Neces GF Muffins | Lemon Poppyseed | 5.75 |
| Baked Goods | Neces GF Muffins | Coffee Cake | 5.75 |
| Baked Goods | Neces GF Muffins | Blueberry | 5.75 |
| Baked Goods | Oatmeal Raisin Cookie | Regular | 5.00 |
| Baked Goods | Persimmon Bread | Regular | 7.50 |
| Baked Goods | Plain Croissant | Regular | 4.75 |
| Baked Goods | Scone,pear Ginger | Regular | 5.25 |
| Baked Goods | Strawberry Tartlette | Regular | 6.25 |
| Breakfast Eat | Meat Frittata | Regular | 7.95 |
| Breakfast Eat | Plain Bagel | Regular | 4.25 |
| Breakfast Eat | Veggie Frittata | Regular | 7.50 |
| Candy | M&M's | Regular | 2.95 |
| Candy | Peanut Butter Cups, Justin's | Regular | 2.95 |
| Candy | Roberts Ferry- Gummy Bear | Regular | 3.25 |
| Candy | Roberts Ferry- Sour Gummy | Regular | 3.95 |
| Candy | Snickers | Regular | 2.95 |
| Candy | Twix | Regular | 2.95 |
| Coffee | ACME Retail Beans Decaf | Regular | 18.00 |
| Coffee | ACME Retail Beans Espresso | Regular | 18.00 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Coffee | ACME Retail Beans PowerGli | Regular | 18.00 |
| Coffee | ACME Retail Beans Road Dog | Regular | 18.00 |
| Coffee | Americano | 12oz | 4.25 |
| Coffee | Americano | 16oz | 4.25 |
| Coffee | Cafe Au Lait | 12oz | 4.00 |
| Coffee | Cafe Au Lait | 16oz | 4.50 |
| Coffee | Cappuccino | 12oz | 6.25 |
| Coffee | Cappuccino | 16oz | 6.75 |
| Coffee | Chai Latte | 12oz | 6.25 |
| Coffee | Chai Latte | 16oz | 6.75 |
| Coffee | Cold Brew | 16oz | 6.25 |
| Coffee | Drip Coffee | 12oz | 2.25 |
| Coffee | Drip Coffee | 16oz | 2.75 |
| Coffee | Espresso | 6oz | 4.25 |
| Coffee | Espresso | 2oz | 2.25 |
| Coffee | Golden Milk | 12oz | 6.25 |
| Coffee | Golden Milk | 16oz | 6.75 |
| Coffee | Hot Chocolate | 12oz | 3.50 |
| Coffee | Hot Chocolate | 16oz | 4.00 |
| Coffee | Latte | 12oz | 6.25 |
| Coffee | Latte | 16oz | 6.75 |
| Coffee | London Fog | 12oz | 4.75 |
| Coffee | London Fog | 16oz | 5.25 |
| Coffee | Macchiato / Cortado | Macchiato | 4.75 |
| Coffee | Macchiato / Cortado | Cortado | 4.75 |
| Coffee | Matcha Latte | 12oz | 6.25 |
| Coffee | Matcha Latte | 16oz | 6.75 |
| Coffee | Mocha | 12oz | 6.25 |
| Coffee | Mocha | 16oz | 6.75 |
| Coffee | Refill Coffee | Regular | 1.75 |
| Coffee | Steamer | 12oz | 3.00 |
| Coffee | Steamer | 16oz | 3.50 |
| Coffee | Tea Latte | Regular | 4.50 |
| Coffee | Zum Zum Tea 2oz | Bingo Blueberry | 8.00 |
| Coffee | Zum Zum Tea 2oz | Zum Zum House | 7.25 |
| Coffee | Zum Zum Tea 2oz | The Flu Fighter | 8.50 |
| Coffee | Zum Zum Tea 2oz | Winter Cherry | 8.00 |
| Coffee | Zum Zum Tea 2oz | Green | 8.00 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Coffee | Zum Zum Tea 2oz | Turmeric Ginger P | 8.50 |
| Drinks (SKQI6 | Aura Bora | Regular | 6.00 |
| Drinks (SKQI6 | Aura Bora | Regular | 6.00 |
| Drinks (SKQI6 | Better Booch (Citrus Sunrise | Regular | 3.99 |
| Drinks (SKQI6 | Better Booch (Ginger Boost) | Regular | 3.99 |
| Drinks (SKQI6 | Better Booch (Golden Pear) | Regular | 3.99 |
| Drinks (SKQI6 | Better Booch (Morning Glory | Regular | 3.99 |
| Drinks (SKQI6 | Better Booch Rose | Regular | 3.99 |
| Drinks (SKQI6 | Boxed Water 500ml | Regular | 3.50 |
| Drinks (SKQI6 | Chlorophyll Water | Regular | 4.75 |
| Drinks (SKQI6 | Coconut Water, Harmless Ha | Regular | 4.25 |
| Drinks (SKQI6 | Coke, Regular | Regular | 2.45 |
| Drinks (SKQI6 | Coke, Diet | Regular | 2.45 |
| Drinks (SKQI6 | Coke, Zero | Regular | 2.45 |
| Drinks (SKQI6 | Culture Pop Soda | Watermelon Lime | 3.95 |
| Drinks (SKQI6 | Culture Pop Soda | Orange Mango | 3.95 |
| Drinks (SKQI6 | Culture Pop Soda | Wild Berries | 3.95 |
| Drinks (SKQI6 | Culture Pop Soda | Black Cherry | 3.95 |
| Drinks (SKQI6 | DRAM - Adaptogenic Mushro | default | 4.25 |
| Drinks (SKQI6 | DRAM - Cardamom & Black T | default | 4.25 |
| Drinks (SKQI6 | DRAM - Citrus & Blossoms S | default | 4.25 |
| Drinks (SKQI6 | DRAM - Holy Basil & Lemon | default | 4.25 |
| Drinks (SKQI6 | Daytrip Coconut Pineapple | Regular | 3.95 |
| Drinks (SKQI6 | Daytrip Lemon Lime | Regular | 3.95 |
| Drinks (SKQI6 | Droplet | Regular | 6.00 |
| Drinks (SKQI6 | Droplet | Regular | 6.00 |
| Drinks (SKQI6 | Droplet | Regular | 6.00 |
| Drinks (SKQI6 | Gist, Chamomile | | 4.70 |
| Drinks (SKQI6 | Gist, Ginger | Regular | 4.70 |
| Drinks (SKQI6 | Guru Energy Drink | Lite | 3.50 |
| Drinks (SKQI6 | Guru Energy Drink | Original | 3.50 |
| Drinks (SKQI6 | Heywell - heywell calm + hy | default | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Regular | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Immunity | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Calm And Hydrate | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Calm And Restore | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Energy And Focus | 6.00 |
| Drinks (SKQI6 | Huzzah Probiotic Seltzer | Regular | 4.00 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Drinks (SKQI6 | Inner Immune Orange Zest | Regular | 6.00 |
| Drinks (SKQI6 | Inner Immune Watermelon | Regular | 6.00 |
| Drinks (SKQI6 | Juice- Natalies | Grapefruit | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Orange Beet | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Tangerine | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Orange | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Pineapple Kale | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Carrot Ginger | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Aura | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Resilient | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Blood Orange | 5.75 |
| Drinks (SKQI6 | Kombucha Bubbly Rose | Regular | 4.25 |
| Drinks (SKQI6 | La Croix | Tangerine | 3.50 |
| Drinks (SKQI6 | La Croix | Beach Plum | 3.50 |
| Drinks (SKQI6 | La Croix | Pure | 3.50 |
| Drinks (SKQI6 | La Croix | Pasteque | 3.50 |
| Drinks (SKQI6 | La Croix | Apricot | 3.50 |
| Drinks (SKQI6 | La Croix | Guava | 3.50 |
| Drinks (SKQI6 | Large Simple Water | Regular | 5.50 |
| Drinks (SKQI6 | Maple Water | Regular | 3.25 |
| Drinks (SKQI6 | Niagara Water | Regular | 1.25 |
| Drinks (SKQI6 | Pathwater | Regular | 3.00 |
| Drinks (SKQI6 | Pellegrino Sparkling Water | Regular | 3.45 |
| Drinks (SKQI6 | Ph Water | Regular | 3.00 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Orange | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Root Beer | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Ginger Lime | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Strawberry Lemon | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Watermelon | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Rasberry Rose | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Cherry Limeade | 3.95 |
| Drinks (SKQI6 | Recess Blood Orange | Regular | 4.99 |
| Drinks (SKQI6 | Recess Peach Ginger | Regular | 4.99 |
| Drinks (SKQI6 | Recess Strawberry Rose | Regular | 4.99 |
| Drinks (SKQI6 | Sound Blood Orange | Regular | 4.00 |
| Drinks (SKQI6 | Sound Blueberry | Regular | 4.00 |
| Drinks (SKQI6 | Sound Grapefruit | Regular | 4.00 |
| Drinks (SKQI6 | Spindrift | lemon | 3.00 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Drinks (SKQI6 | Spindrift | lime | 3.00 |
| Drinks (SKQI6 | Spindrift | grapefruit | 3.00 |
| Drinks (SKQI6 | Tejava Black Tea | Regular | 2.75 |
| Drinks (SKQI6 | Wildwonder | Regular | 6.00 |
| Drinks (SKQI6 | Wildwonder | Regular | 6.00 |
| Drinks (SKQI6 | Wildwonder | Regular | 6.00 |
| Grab & Go | Bacon Breakfast Burrito | Regular | 8.50 |
| Grab & Go | Bacon Breakfast Sandwich | Regular | 7.50 |
| Grab & Go | Blueberry Yogurt Parfait | Regular | 6.95 |
| Grab & Go | Broccoli Salad | Regular | 4.50 |
| Grab & Go | Caesar Salad | Regular | 8.95 |
| Grab & Go | Caprese Salad | Regular | 5.50 |
| Grab & Go | Chia Pudding | Regular | 6.75 |
| Grab & Go | Curry Chickpea Salad | Regular | 5.95 |
| Grab & Go | Fruit Bites - Peach Raspberry | | 3.99 |
| Grab & Go | Fruit Bites - Sour Apple & Ch | | 3.99 |
| Grab & Go | Fruit Cup | Regular | 5.95 |
| Grab & Go | Ham & Peppered Jack | Regular | 8.95 |
| Grab & Go | House Vegan Cheesecake | Regular | 8.95 |
| Grab & Go | Hummus Wrap | Regular | 8.95 |
| Grab & Go | Mojo Sprouts | Regular | 8.50 |
| Grab & Go | Overnight Oats | Regular Oats | 5.50 |
| Grab & Go | Overnight Oats | Almond Butter Oa | 8.50 |
| Grab & Go | Salami & Cheese Pack | Regular | 7.99 |
| Grab & Go | Salami & Provolone Sandwic | Regular | 8.95 |
| Grab & Go | Soutwest Salad | Regular | 5.95 |
| Grab & Go | Strawberry Spinach Salad | Regular | 8.95 |
| Grab & Go | Turkey Pesto Sandwich | Regular | 8.75 |
| Grab & Go | Veggie Breakfast Burrito | Regular | 8.25 |
| Grab & Go | Veggie Breakfast Sandwich | Regular | 7.25 |
| Grab & Go | Z Adaptogen Cacao Chia | Regular | 8.95 |
| Grab & Go | Z Superfruit Chia | Regular | 7.95 |
| Snacks | BARE ORGANIC APPLE CHIP | Regular | 2.45 |
| Snacks | BBQ Kettle Chips | 5oz | 2.99 |
| Snacks | BBQ Kettle Chips | 2oz | 1.50 |
| Snacks | Baceae Chocolate Berry Bar | Regular | 6.00 |
| Snacks | Baceae Chocolate Coffee Cru | Regular | 6.00 |
| Snacks | Baceae Granola Bar | Regular | 6.00 |

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**EXHIBIT A – PRICING/ RATE SHEET**

| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | Baked Pita Chips | Sea Salt | 2.00 |
| Snacks | Baked Pita Chips | Rosemary | 2.00 |
| Snacks | Barnana Plantain Chips | Regular | 6.00 |
| Snacks | Bear Fruit Roll-ups | Raspberry | 2.00 |
| Snacks | Bear Fruit Roll-ups | strawberry | 2.00 |
| Snacks | Bear Fruit Roll-ups | Mango | 2.00 |
| Snacks | Bearclaw Bar | Chocolate Hour | 4.25 |
| Snacks | Bearclaw Bar | Nutty Morning | 4.25 |
| Snacks | Beef Jerky, Baja Vida, 2.5 oz | Regular | 8.95 |
| Snacks | Best Fronds Forever | Regular | 8.00 |
| Snacks | Big Spoon Roasters - Cherry | default | 2.50 |
| Snacks | Big Spoon Roasters - Cranbe | default | 2.50 |
| Snacks | Big Spoon Roasters - Lemon | default | 2.99 |
| Snacks | Blue Corn Tortilla Chips | Regular | 4.99 |
| Snacks | Blue Dinosaur Cocoa Mint | Regular | 2.99 |
| Snacks | Blue Dinosaur Wild Apricot | Regular | 2.99 |
| Snacks | Cacao & Sea Salt Sprouted A | Regular | 3.49 |
| Snacks | Cherry Berry Nut Medley | 1.5oz | 3.49 |
| Snacks | Chocolate Almonds | Regular | 6.50 |
| Snacks | Chocolate Date Bars - Triple | | 3.99 |
| Snacks | Christie's - Christie's Sea Sal | default | 5.99 |
| Snacks | Christie's - Sour Cream and | default | 5.99 |
| Snacks | Christie's Nacho Potato Chip | default | 3.95 |
| Snacks | Christie's Sea Salt and Vineg | default | 3.95 |
| Snacks | Coffee-Soaked Sprouted Alm | Regular | 3.49 |
| Snacks | Corn Chips, Have'A | Regular | 5.95 |
| Snacks | Creminelli’s Charcuterie | Regular | 8.75 |
| Snacks | Creminelli’s Charcuterie | Proscuitto & Moza | 8.75 |
| Snacks | Creminelli’s Charcuterie | Prosciutto\ Moz\Gr | 8.75 |
| Snacks | Creminelli’s Charcuterie | Sopressata & Jack | 8.75 |
| Snacks | Cult Crackers - Classic Seed | default | 8.00 |
| Snacks | Cult Crackers - Crunchy Cas | default | 8.00 |
| Snacks | Delisnacks - Apple Chips | | 6.75 |
| Snacks | Delisnacks - Beet Chips | | 6.75 |
| Snacks | Delisnacks - Sweet Potato C | | 6.75 |
| Snacks | Dill Pickle Kettle Chips | 5oz | 2.99 |
| Snacks | Dill Pickle Kettle Chips | 2oz | 1.50 |
| Snacks | Earnest Eats - Snacking Avo | default | 5.00 |

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**EXHIBIT A – PRICING/ RATE SHEET**

| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | Earnest Eats - Snacking Avo | default | 5.00 |
| Snacks | Eden's Sweet Ideas | Pistachio Coconut | 6.95 |
| Snacks | Eden's Sweet Ideas | Peanut Chocolate | 6.95 |
| Snacks | Eden's Sweet Ideas | Coconut Chia | 6.95 |
| Snacks | Eden's Sweet Ideas | Figs Walnut | 6.95 |
| Snacks | Elma Farms - Oloves - Lem | default | 1.50 |
| Snacks | Elma Farms - Oloves - Basil | default | 2.50 |
| Snacks | Elma Farms - Oloves - Chili | default | 2.50 |
| Snacks | Endorphin Chocolate | Tumeric Golden Mi | 5.99 |
| Snacks | Endorphin Chocolate | Ginger Rose | 5.99 |
| Snacks | Endorphin Chocolate | Extra Dark & Salt | 5.99 |
| Snacks | Endorphin Chocolate | Coconut Mylk | 5.99 |
| Snacks | Endorphin Chocolate | Turkish Coffee | 5.99 |
| Snacks | Freeze Dried Avocado | Everything | 4.99 |
| Snacks | Freeze Dried Avocado | Sea Salt Lime | 4.99 |
| Snacks | Friendly Grains Rollers | Regular | 5.50 |
| Snacks | Fruit Bliss | Regular | 7.50 |
| Snacks | Giddy Up Nuts - 6 oz Coffee | default | 9.00 |
| Snacks | Giddy Up Nuts - 6 oz Lemon | default | 9.00 |
| Snacks | Giddy Up Nuts - 6 oz Rosem | default | 9.00 |
| Snacks | Gwell - Energize Japanese M | default | 6.00 |
| Snacks | Gwell - Rest Black Forest Ch | default | 6.00 |
| Snacks | Gwell - Restore Pineapple an | default | 6.00 |
| Snacks | Hedgehog in the Fog | Regular | 8.00 |
| Snacks | Hen of the Woods - Butterm | default | 3.99 |
| Snacks | Hen of the Woods - Carolina | default | 3.99 |
| Snacks | Hen of the Woods - Red Win | default | 3.99 |
| Snacks | Hen of the Woods - Sea Salt | default | 3.99 |
| Snacks | Honey Mama's - Coffee Nib | default | 6.50 |
| Snacks | Honey Mama's - Lavender R | default | 6.50 |
| Snacks | Honey Mama's - Salted Almo | default | 6.50 |
| Snacks | Honey Mama's - Tahini Tang | default | 6.50 |
| Snacks | Honey Sriracha Kettle Chips | 5oz | 2.99 |
| Snacks | Honey Sriracha Kettle Chips | 2oz | 1.50 |
| Snacks | Hot Dates | Regular | 7.99 |
| Snacks | Hot Dates | Coffee Hot Date | 8.99 |
| Snacks | Hummus and Pretzel Snack, | Regular | 4.75 |
| Snacks | Hummus, Tribe 8oz. | Regular | 4.95 |

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**EXHIBIT A – PRICING/ RATE SHEET**

| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | IQBar Almond Butter Chip | Regular | 2.49 |
| Snacks | IQBar Banana Nut | Regular | 2.49 |
| Snacks | IQBar Chocolate Sea Salt | Regular | 2.49 |
| Snacks | IQBar Lemon Blueberry | Regular | 2.49 |
| Snacks | IQBar Matcha Chai | Regular | 2.49 |
| Snacks | IQBar Peanut Butter Chip | Regular | 2.49 |
| Snacks | IQBar Wild Blueberry | Regular | 2.49 |
| Snacks | Jalapeno Queso Kettle Chips | Regular | 1.50 |
| Snacks | Jalapeño Cassava Strips | Regular | 4.99 |
| Snacks | Kettle Chips, 1.5 oz | Backyard BBQ | 3.75 |
| Snacks | Kettle Chips, 1.5 oz | Salt Vinegar | 3.75 |
| Snacks | Kettle Chips, 1.5 oz | Sea Salt | 3.75 |
| Snacks | Kettle Chips, 1.5 oz | Jalapeno | 3.75 |
| Snacks | Lesser Evil, Himalayan Salt | Regular | 7.95 |
| Snacks | Lesser Evil,4.6oz, Cheese | Regular | 6.00 |
| Snacks | MAGICdATES Chocolate | Regular | 5.49 |
| Snacks | MAGICdATES Coconut | Regular | 5.49 |
| Snacks | MAGICdATES Lemon | Regular | 5.49 |
| Snacks | Maddy & Maize - Aged White | default | 8.00 |
| Snacks | Maddy & Maize - Bourbon Ba | default | 8.00 |
| Snacks | Maddy & Maize - Chocolatey | default | 8.00 |
| Snacks | Marin French Petite Breakfas | Regular | 8.00 |
| Snacks | Marin French Petite Camem | Regular | 8.00 |
| Snacks | Marin French Petite Creme | Regular | 8.00 |
| Snacks | Marin French Petite Truffle | Regular | 8.00 |
| Snacks | Mellifera B 3oz Honey | Regular | 8.00 |
| Snacks | NUTSACK | Cashews | 6.50 |
| Snacks | NUTSACK | Premium Mix | 6.50 |
| Snacks | NUTSACK | Metro Mix | 6.50 |
| Snacks | Nomz Almond Energy Bites | Regular | 4.50 |
| Snacks | Nomz Coconut Energy Bites | Regular | 4.50 |
| Snacks | Nomz Hazelnut Energy Bites | Regular | 4.50 |
| Snacks | Nomz Pistachio Energy Bites | Regular | 4.50 |
| Snacks | Noons Banana & Nibs | Regular | 3.99 |
| Snacks | Noons Cacao & Coffee | Regular | 3.99 |
| Snacks | Noons Cacao & Quinoa | Regular | 3.99 |
| Snacks | Noons Cacao Almond | Regular | 3.99 |
| Snacks | Noons Goldenberry, Turmeri | Regular | 3.99 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | Noons Mango & Cinnamon | Regular | 3.99 |
| Snacks | Noons Pineapple & Cocounut | Regular | 3.99 |
| Snacks | Nora Seaweed Snacks (Origi | Regular | 4.99 |
| Snacks | Nora Seaweed Snacks (Spicy | Regular | 4.99 |
| Snacks | Nut Butter Bar | Regular | 3.95 |
| Snacks | Nut Butter Bar - Almond Ch | Regular | 3.95 |
| Snacks | Nut Butter Bar-Peanut Butt | Regular | 3.95 |
| Snacks | Nutchos Classic | Regular | 5.50 |
| Snacks | Nutchos Guacamole | Regular | 5.50 |
| Snacks | Nutchos Nacho Cheese | Regular | 5.50 |
| Snacks | OH MY GUM! | Mint | 5.50 |
| Snacks | OH MY GUM! | Cinnamon | 5.50 |
| Snacks | OLOVE Olives Basil & Garlic | Regular | 1.98 |
| Snacks | OLOVE Olives Lemon & Rose | Regular | 1.98 |
| Snacks | Olive Snack, Gaea | Regular | 4.75 |
| Snacks | Olli Snack Pack, Genoa | Regular | 6.50 |
| Snacks | Orange Blossom Honey Stix | Regular | 8.00 |
| Snacks | Organic Tortilla Chips | Regular | 4.99 |
| Snacks | Pita Chips, Stacey's,7.3 oz | Regular | 6.75 |
| Snacks | Plantain Sea Salt 4.5oz | Sea Salt | 4.99 |
| Snacks | Plantain Sea Salt 4.5oz | Naturally Sweet | 4.99 |
| Snacks | Plantain Sea Salt 4.5oz | BBQ | 4.99 |
| Snacks | Poshi Artichokes | Regular | 1.99 |
| Snacks | Poshi Asparagus | Regular | 1.99 |
| Snacks | Poshi Cauliflower | Regular | 1.99 |
| Snacks | Pulp Chips Barbecue | Regular | 5.49 |
| Snacks | Pulp Chips Jalapeno Lime | Regular | 5.49 |
| Snacks | Pulp Chips Salt 'N' Vinegar | Regular | 5.49 |
| Snacks | Pulp Chips Sea Salt | Regular | 5.49 |
| Snacks | Revol Snacks Matcha | Regular | 6.99 |
| Snacks | Revol Snax Dark Chocolate | Regular | 6.99 |
| Snacks | Revol Snax Snickerdoodle | Regular | 6.99 |
| Snacks | Roberts Ferry Gourmet | Kettle Corn | 9.95 |
| Snacks | Roberts Ferry Gourmet | Dried Mango | 6.95 |
| Snacks | Roberts Ferry Gourmet | Salted Almonds | 6.50 |
| Snacks | Roberts Ferry Gourmet | 2 oz. Apricots | 7.50 |
| Snacks | Roberts Ferry Gourmet | Mixed Nuts | 7.50 |
| Snacks | Roberts Ferry Gourmet | Salted Cashews | 7.50 |

Docusign Envelope ID: 9FC9835C-2B1F-4C0F-A675-29CB5502FEB5

**EXHIBIT A – PRICING/ RATE SHEET**

| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | Roberts Ferry Gourmet | Workout Mix | 7.50 |
| Snacks | Rosemary Garlic Kettle Chips | Regular | 1.50 |
| Snacks | Russet Kettle Chips | Regular | 2.99 |
| Snacks | Russet Kettle Chips | 2oz | 1.50 |
| Snacks | Salsa, Green Chile | Regular | 2.75 |
| Snacks | Sea Salt & Balsamic Vinegar | 2oz | 1.50 |
| Snacks | Sea Salt Kettle Chips | Regular | 2.99 |
| Snacks | Sea Salt Kettle Chips | 2oz | 1.50 |
| Snacks | Shar Trail Mix | Regular | 8.99 |
| Snacks | Smpl Beauty Bites | Regular | 5.99 |
| Snacks | Smpl Detox Bites | Regular | 5.99 |
| Snacks | Stroopwafels | Single | 1.50 |
| Snacks | Terra Root Veg Chips | Regular | 3.75 |
| Snacks | Thick Tortilla Chips | Regular | 4.99 |
| Snacks | Thin Tortilla Chips | Regular | 4.99 |
| Snacks | Tillmans Tranquils Cinnamon | Regular | 9.99 |
| Snacks | Tillmans Tranquils Peppermi | Regular | 9.99 |
| Snacks | Union Snacks Chorizo Crisps | Regular | 7.99 |
| Snacks | Union Snacks Genoa Crisps | Regular | 7.99 |
| Snacks | Union Snacks Pepperoni Cris | Regular | 7.99 |
| Snacks | Vaxa Bar Beet Coco | Regular | 3.99 |
| Snacks | Vaxa Bar Blueberry | Regular | 3.99 |
| Snacks | Wai Lana Cassava Chips | herb & garlic | 6.00 |
| Snacks | Wai Lana Cassava Sea Salt | Regular | 6.00 |
| Snacks | Wildflower Honey (3oz) | Regular | 8.00 |
| Snacks | Wildflower Honey Stix | Regular | 8.00 |
| Tea | Tea | 12oz | 4.50 |
| Tea | Tea | 16oz | 4.50 |
| Tea | Tea Scoop | Regular | 7.50 |
| Tea, Loose Le | Jasmin blossom | Regular | 4.25 |

**Introduced:** 9/9/2025

**Current Status:** Natividad Medical Center - Consent

**Version:** 1

**Matter Type:** BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, extending the agreement an additional one (1) year period (January 1, 2025 through December 31, 2026) for a revised full agreement term of July 1, 2018 through December 31, 2026, and adding $200,000 for a revised total agreement amount not to exceed $2,500,000.

**RECOMMENDATION:**

**It is recommended the Board of Supervisors:**


Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, extending the agreement an additional one (1) year period (January 1, 2025 through December 31, 2026) for a revised full agreement term of July 1, 2018 through December 31, 2026, and adding $200,000 for a revised total agreement amount not to exceed $2,500,000.


**SUMMARY/DISCUSSION:**

NMC utilizes Spin Recruitment Services to assist with its advertising efforts as a result of Request for Proposal (RFP) # 9600-78. NMC requires the assistance of an advertising agency to post targeted recruitment advertisements seeking highly qualified candidates for various hard to fill healthcare positions within NMC. The agencies selected to perform these services have a significant number of years of experience specific to the Health Care Industry. NMC has hard to fill positions such as Nurses, Respiratory Therapists, Nurse Practitioners, Physical Therapists, Occupational Therapists and other various clinical positions which require extensive advertising outside of our local area. As a result of the number of active recruitments, and the difficulty of filling them, NMC has utilized Spin Recruitment Services for online, newspaper, and direct mail campaigns to find qualified candidates to meet the needs of the facility and provide high quality patient care.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel reviewed and approved this amendment No. 6 as to form, and the

Auditor-Controller reviewed and approved as to payment provisions. The amendment No. 6 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on September 5, 2025.

**FINANCING:**

The cost for this amendment No. 6 is $200,000 of which $100,000 is included in the Fiscal Year 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6381.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this Agreement provide the additional support NMC needs to fill hard to fill healthcare positions in order to continue providing reliable and quality patient care to NMC patients.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Chief People Operations Officer, 783-2701
Approved by: Charles R. Harris, M.D., Chief Executive Officer, 783-2553

Attachments:
Spin Recruitment Inc. Amendment No. 6
Spin Recruitment Inc. Amendment No. 5
Spin Recruitment Inc. Amendment No. 4
Spin Recruitment Inc. Amendment No. 3
Spin Recruitment Inc. Amendment No. 2
Spin Recruitment Inc. Amendment No. 1
Spin Recruitment Inc. Agreement

Attachments on file with the Clerk of the Board

**Introduced:** 9/9/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, extending the agreement an additional one (1) year period (January 1, 2025 through December 31, 2026) for a revised full agreement term of July 1, 2018 through December 31, 2026, and adding $200,000 for a revised total agreement amount not to exceed $2,500,000.

**RECOMMENDATION:**

**It is recommended the Board of Supervisors:**

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 6 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, extending the agreement an additional one (1) year period (January 1, 2025 through December 31, 2026) for a revised full agreement term of July 1, 2018 through December 31, 2026, and adding $200,000 for a revised total agreement amount not to exceed $2,500,000.

**SUMMARY/DISCUSSION:**

NMC utilizes Spin Recruitment Services to assist with its advertising efforts as a result of Request for Proposal (RFP) # 9600-78. NMC requires the assistance of an advertising agency to post targeted recruitment advertisements seeking highly qualified candidates for various hard to fill healthcare positions within NMC. The agencies selected to perform these services have a significant number of years of experience specific to the Health Care Industry. NMC has hard to fill positions such as Nurses, Respiratory Therapists, Nurse Practitioners, Physical Therapists, Occupational Therapists and other various clinical positions which require extensive advertising outside of our local area. As a result of the number of active recruitments, and the difficulty of filling them, NMC has utilized Spin Recruitment Services for online, newspaper, and direct mail campaigns to find qualified candidates to meet the needs of the facility and provide high quality patient care.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel reviewed and approved this amendment No. 6 as to form, and the Auditor-Controller reviewed and approved as to payment provisions. The amendment No. 6 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on

September 5, 2025.

**FINANCING:**

The cost for this amendment No. 6 is $200,000 of which $100,000 is included in the Fiscal Year 2025-26 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6381.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this Agreement provide the additional support NMC needs to fill hard to fill healthcare positions in order to continue providing reliable and quality patient care to NMC patients.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Janine Bouyea, Chief People Operations Officer, 783-2701
Approved by: Charles R. Harris, M.D., Chief Executive Officer, 783-2553

Attachments:
Spin Recruitment Inc. Amendment No. 6
Spin Recruitment Inc. Amendment No. 5
Spin Recruitment Inc. Amendment No. 4
Spin Recruitment Inc. Amendment No. 3
Spin Recruitment Inc. Amendment No. 2
Spin Recruitment Inc. Amendment No. 1
Spin Recruitment Inc. Agreement

Attachments on file with the Clerk of the Board

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**AMENDMENT NO. 6**
**TO SERVICES AGREEMENT**
**BETWEEN SPIN RECRUITMENT INC. AND**
**COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER**
**FOR**
**ADVERTISING RECRUITMENT SERVICES**

This Amendment No. 6 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Spin Recruitment Inc. (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

## RECITALS

**WHEREAS**, the Agreement was executed for advertising recruitment services pursuant to RFP #9600-78 with a term of July 1, 2018 through June 30, 2020 and a total Agreement amount not to exceed $400,000; and

**WHEREAS**, the Parties amended the Agreement on April 30, 2020 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2021 and to add an additional $200,000, thereby increasing the total Agreement amount to $600,000; and

**WHEREAS**, the Parties amended the Agreement on March 8, 2021 via Amendment No. 2 to extend it for an additional eighteen (18) months through December 31, 2022 to allow for services to continue with a $300,000 increase for a total Agreement amount of $900,000; and

**WHEREAS**, the Parties amended the Agreement on May 11, 2022 via Amendment No. 3 to extend it for an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full agreement term of July 1, 2018 through December 31, 23 to allow for services to continue with a $325,000 increase for a total Agreement amount of $1,225,000 with no changes to the scope; and

**WHEREAS**, the Parties amended the Agreement on September 29, 2022 via Amendment No. 4 with no change to the agreement term of July 1, 2018 through December 31, 2023 to allow for services to continue with a $500,000 increase for a total Agreement amount of $1,725,000 with no changes to the scope.

**WHEREAS**, the Parties amended the Agreement on October 23, 2023 via Amendment No. 5 to extend the term for an additional two (2) year period through December 31, 2025 and to add an additional $575,000 thereby increasing the total Agreement amount to $2,300,000; and

**WHEREAS**, the Parties currently wish to amend the Agreement to extend it for an additional one (1) year period through December 31, 2026 for a revised full Agreement term of July 1, 2018 through December 31, 2026 to allow for services to continue with a $200,000 increase for a revised total Agreement amount of $2,500,000.

## AGREEMENT

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

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The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6 incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1, under "TERM OF AGREEMENT" shall be amended to the following:
***"The initial term shall commence on July 1, 2018 through and including December 31, 2026. NMC is not required to state a reason if it elects not to renew this AGREEMENT."***

2. Section 5.2 under "COMPENSATION AND PAYMENTS shall be amended to the following:
***"Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT. The total amount payable by COUNTY under this Agreement is not to exceed the sum of $2,500,000."***

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 6 and shall continue in full force and effect as set forth in the Agreement and Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5.

4. A copy of this Amendment No. 6 shall be attached to the Agreement.

5. This Amendment No. 6 shall be effective when both parties have signed.

***The remainder of this page was intentionally left blank.***

***~ Signature page to follow ~***

Docusign Envelope ID: 96566162-6C8F-4466-83EC-9E33F1889EB4

**IN WITNESS WHEREOF,** the Parties hereto are in agreement with this Amendment No. 6 on the basis set forth in this document and have executed this Amendment No. 6 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

**APPROVED AS TO LEGAL PROVISIONS**

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 8/25/2025 | 6:21 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 8/26/2025 | 7:55 AM PDT

**CONTRACTOR**

Spin Recruitment Inc.
**CONTRACTOR's Business Name**
***See instructions below***

By: Traci A. Dondanville
(Signature of: Chair, President, or Vice-President)

Traci Dondanville, President
Name and Title

Date: 8/20/25

By: Stephanie Fong
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

STEPHANIE FONG, TREASURER
Name and Title

Date: 8/20/25

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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# Monterey County
# Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

**Agreement No.: A-13971 ; Amendment No.: 5**
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, extending the agreement an additional two (2) year period (January 1, 2024 through December 31, 2025) for a revised full agreement term of July 1, 2018 through December 31, 2025, and adding $575,000 for a revised total agreement amount not to exceed $2,300,000.

PASSED AND ADOPTED on this 3rd day of October 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Askew, and Adams
NOES: None
ABSENT: Lopez
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 3, 2023.

Dated: October 5, 2023
File ID: A 23-450
Agenda Item No.: 16

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

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*Agreement A-13971*

**AMENDMENT NO. 5**
**TO SERVICES AGREEMENT**
**BETWEEN SPIN RECRUITMENT INC. AND**
**COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER**
**FOR**
**ADVERTISING RECRUITMENT SERVICES**

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Spin Recruitment Inc. (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

**RECITALS**

**WHEREAS**, the Agreement was executed for advertising recruitment services pursuant to RFP #9600-78 with a term of July 1, 2018 through June 30, 2020 and a total Agreement amount not to exceed $400,000; and

**WHEREAS**, the Parties amended the Agreement on April 30, 2020 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2021 and to add an additional $200,000, thereby increasing the total Agreement amount to $600,000; and

**WHEREAS**, the Parties amended the Agreement on March 8, 2021 via Amendment No. 2 to extend it for an additional eighteen (18) months through December 31, 2022 to allow for services to continue with a $300,000 increase for a total Agreement amount of $900,000; and

**WHEREAS**, the Parties amended the Agreement on May 11, 2022 via Amendment No. 3 to extend it for an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full agreement term of July 1, 2018 through December 31, 23 to allow for services to continue with a $325,000 increase for a total Agreement amount of $1,225,000 with no changes to the scope; and

**WHEREAS**, the Parties amended the Agreement on September 29, 2022 via Amendment No. 4 with no change to the agreement term of July 1, 2018 through December 31, 2023 to allow for services to continue with a $500,000 increase for a total Agreement amount of $1,725,000 with no changes to the scope.

**WHEREAS**, the Parties currently wish to amend the Agreement via Amendment No. 5 to extend it for an additional two (2) years through December 31, 2025 for a revised term of Agreement (July 1, 2018 through December 31, 2025) to allow for services to continue with no revisions to the scope of work or billing rates, with a $575,000 increase for a revised total Agreement amount of $2,300,000.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1, under "TERM OF AGREEMENT" shall be amended to the following:
   ***"The initial term shall commence on July 1, 2018 through and including December 31, 2025. NMC is not required to state a reason if it elects not to renew this AGREEMENT."***

2. Section 5.2 under "COMPENSATION AND PAYMENTS shall be amended to the following:
   ***"Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT. The total amount payable by COUNTY under this Agreement is not to exceed the sum of $2,300,000."***

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4.

4. A copy of this Amendment No. 5 shall be attached to the Agreement.

5. This Amendment No. 5 shall be effective when both parties have signed.

***The remainder of this page was intentionally left blank.***

***~ Signature page to follow ~***

**IN WITNESS WHEREOF,** the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER**

DocuSigned by:
By: Charles R. Harris
4E1F837D20454B1...
Charles R. Harris, CEO

Date: 10/23/2023 | 4:07 PM PDT

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:
By: Stacy Saetta
C0ECE1B99E44A9...
Monterey County Deputy County Counsel

Date: 8/24/2023 | 5:10 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 8/25/2023 | 10:41 AM PDT

**CONTRACTOR**

Spin Recruitment Inc.
**CONTRACTOR's Business Name**
***See instructions below***

DocuSigned by:
By: Traci Dondanville
22DB78AEB6B7A4F5...
(Signature of: Chair, President, or Vice-President)

Traci Dondanville President
Name and Title

Date: 8/24/2023 | 4:36 PM PDT

DocuSigned by:
By: Stephanie Fong
7AE61A0683DCE43...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Stephanie Fong Secretary
Name and Title

Date: 8/24/2023 | 4:38 PM PDT

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

# Monterey County
# Board of Supervisors

168 West Alisal Street,
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831.755.5066
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-13971; Amendment No. 4**
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, with no change to the agreement term of July 1, 2018 through December 31, 2023, and adding $500,000 for a revised total agreement amount not to exceed $1,725,000.

PASSED AND ADOPTED on this 30th day of August 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, and Adams
NOES: None
ABSENT: Supervisor Askew
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 30, 2022.

Dated: September 1, 2022
File ID: A 22-442
Agenda Item No.: 21

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

**AMENDMENT NO. 4**
**TO SERVICES AGREEMENT**
**BETWEEN SPIN RECRUITMENT INC. AND**
**NATIVIDAD MEDICAL CENTER**
**FOR**
**ADVERTISING RECRUITMENT SERVICES**

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Spin Recruitment Inc. (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

**RECITALS**

**WHEREAS**, the Agreement was executed for advertising recruitment services with a term of July 1, 2018 through June 30, 2020 and a total Agreement amount not to exceed $400,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on April 28, 2020 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2021 and to add an additional $200,000, thereby increasing the total Agreement amount to $600,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on March 8, 2021 to extend it for an additional eighteen (18) months through December 31, 2022 to allow for services to continue with a $300,000 increase for a total Agreement amount of $900.000; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on May 11, 2022 to extend it for an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full agreement term of July 1, 2018 through December 31, 23 to allow for services to continue with a $325,000 increase for a total Agreement amount of $1,225,000 with no changes to the scope; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement with no change to the agreement term of July 1, 2018 through December 31, 23 to allow for services to continue with a $500,000 increase for a total Agreement amount of $1,725,000 with no changes to the scope.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, Amendment No. 2 and Amendment No. 3, incorporated herein by this reference, except as specifically set forth below.

1. Section 5.2 under "COMPENSATION AND PAYMENTS shall be amended to the following:
***"Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT. The total amount payable by NMC under this Agreement is not to exceed the sum of $1,725,000."***

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and Amendment No. 1, Amendment No. 2, and Amendment No. 3.

3. A copy of this Amendment No. 4 shall be attached to the Agreement.

4. This Amendment No. 4 shall be effective when both parties have signed.

***The remainder of this page was intentionally left blank.***

***~ Signature page to follow ~***

**IN WITNESS WHEREOF,** the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: 9/29/22

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 8/5/2022

**APPROVED AS TO FISCAL PROVISIONS**

By: _____
Monterey County Deputy Auditor/Controller

Date: 8-5-2022

**CONTRACTOR**

Spin Recruitment Inc.
**CONTRACTOR's Business Name**
***See instructions below***

By: _____
(Signature of: Chair, President, or Vice-President)

Traci Dondanville, President
Name and Title

Date: 8/3/22

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Stephanie Fong, Secretary
Name and Title

Date: 8/3/22

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

# Monterey County
# Board of Supervisors

168 West Alisal Street,
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Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-13971; Amendment No.: 3**
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-13971) with Spin Recruitment Services pursuant to RFP #9600-78 for advertising recruitment services, extending the agreement an additional one (1) period year (January 1, 2023 through December 31, 2023) for a revised full agreement term of July 1, 2018 through December 31, 2023, and adding $325,000 for a revised total agreement amount not to exceed $1,225,000.

PASSED AND ADOPTED on this 26th day of April 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 26, 2022.

Dated: May 3, 2022
File ID: A 22-159
Agenda Item No.: 36

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

**AMENDMENT NO. 3**
**TO SERVICES AGREEMENT**
**BETWEEN SPIN RECRUITMENT INC. AND**
**NATIVIDAD MEDICAL CENTER**
**FOR**
**ADVERTISING RECRUITMENT SERVICES**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Spin Recruitment Inc. (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

**RECITALS**

**WHEREAS**, the Agreement was executed for advertising recruitment services with a term of July 1, 2018 through June 30, 2020 and a total Agreement amount not to exceed $400,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on April 28, 2020 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2021 and to add an additional $200,000, thereby increasing the total Agreement amount to $600,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amended the Agreement on March 8, 2021 to extend it for an additional eighteen (18) months through December 31, 2022 to allow for services to continue with a $300,000 increase for a total Agreement amount of $900,000; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full agreement term of July 1, 2018 through December 31, 23 to allow for services to continue with a $325,000 increase for the added services for a total Agreement amount of $1,225,000 with no changes to the scope.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1, and Amendment No. 2, incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1, under "TERM OF AGREEMENT" shall be amended to the following:
***"The initial term shall commence on July 1, 2018 through and including December 31, 2023, with the option to extend the AGREEMENT two (2) additional one (1) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT."***

2. Section 5.2 under "COMPENSATION AND PAYMENTS shall be amended to the following:
***"Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT. The total amount payable by NMC under this Agreement is not to exceed the sum of $1,225,000."***

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and Amendment No. 1, and Amendment No. 2.

4. A copy of this Amendment No. 3 shall be attached to the Agreement.

5. This Amendment No. 3 shall be effective when both parties have signed.

***The remainder of this page was intentionally left blank.***

***~ Signature page to follow ~***

**IN WITNESS WHEREOF,** the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER**

By: _____
for Charles R. Harris, CEO

Date: 5-11-22

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Monterey County Deputy County Counsel

Date: 3/29/2022

**APPROVED AS TO FISCAL PROVISIONS**

By: _____
Monterey County Deputy Auditor/Controller

Date: 4/1/2022

**CONTRACTOR**

Spin Recruitment Inc.
**CONTRACTOR's Business Name**
***See instructions below***

By: _____
(Signature of: Chair, President, or Vice-President)

Traci Dondanville, President
Name and Title

Date: 3/28/22

By: _____
(Signature of: Secretary, Asst. Secretary, CEO, Treasurer, or Asst. Treasurer)

Stephanie Fong, Secretary
Name and Title

Date: 3/28/22

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

# Monterey County
# Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-13971; Amendment No.: 2**
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-13971) with Spin Recruitment Services for advertising recruitment services, extending the agreement an additional eighteen month (18) period (July 1, 2021 through December 31, 2022) for a revised full agreement term of July 1, 2018 through December 31, 2022, and adding $300,000 for a revised total agreement amount not to exceed $900,000.

PASSED AND ADOPTED on this 2nd day of March 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting February 23, 2021.

Dated: March 3, 2021
File ID: A 21-046
Agenda Item No.: 19

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Julian Lorenzana, Deputy

**AMENDMENT NO. 2**
**TO SERVICES AGREEMENT**
**BETWEEN SPIN RECRUITMENT INC. AND**
**NATIVIDAD MEDICAL CENTER**
**FOR**
**ADVERTISING RECRUITMENT SERVICES**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Spin Recruitment Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for advertising recruitment services with a term of July 1, 2018 through June 30, 2020 and a total Agreement amount not to exceed $400,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on April 28, 2020 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2021 and to add an additional $200,000, thereby increasing the total Agreement amount to $600,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional eighteen (18) months through December 31, 2022 to allow for services to continue with a $300,000 increase for a total Agreement amount of $900,000.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1, under "TERM OF AGREEMENT" shall be amended to the following:
***"The initial term shall commence on July 1, 2018 through and including December 31, 2022, with the option to extend the AGREEMENT two (2) additional one (1) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT."***

2. Section 5.2 under "COMPENSATION AND PAYMENTS shall be amended to the following:
***"Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT. The total amount payable by NMC under this Agreement is not to exceed the sum of $900,000. "***

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.

4. A copy of this Amendment No. 2 shall be attached to the Agreement.

5. This Amendment No. 2 shall be effective when signed by the last party.

***The remainder of this page was intentionally left blank.***
***~ Signature page to follow ~***

**IN WITNESS WHEREOF,** the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

**NATIVIDAD MEDICAL CENTER**

By: _____
Gary R. Gray, DO, CEO

Date: 3/8/21

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Monterey County Deputy County Counsel

Date: 1/26/2021

**APPROVED AS TO FISCAL PROVISIONS**

By: Gary K Giboney
Monterey County Deputy Auditor/Controller

Date: 1-26-2021

**CONTRACTOR**

Spin Recruitment Inc.
**CONTRACTOR's Business Name**
***See instructions below***

By: Traci A. Dondanville
(Signature of: Chair, President, or Vice-President)

Traci Dondanville, President
Name and Title

Date: 1/13/21

By: Stephanie Fong
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Stephanie Fong, Secretary
Name and Title

Date: 1/13/2021

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

# Monterey County
# Board of Supervisors

168 West Alisal Street,
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Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-13971**
Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-13971) with Spin Recruitment Services for advertising recruitment services, extending the agreement an additional one (1) year period (July 1, 2020 through June 30, 2021) for a revised full agreement term of July 1, 2018 through June 30, 2021, and adding $200,000 for a revised total agreement amount not to exceed $600,000.

PASSED AND ADOPTED on this 28th day of April 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 28, 2020.

Dated: April 28, 2020
File ID: A 20-078
Agenda Item No.: 23

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy

**AMENDMENT NO. 1**
**TO SERVICES AGREEMENT**
**BETWEEN SPIN RECRUITMENT INC. AND**
**NATIVIDAD MEDICAL CENTER**
**FOR**
**ADVERTISING RECRUITMENT SERVICES**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Spin Recruitment Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

## RECITALS

**WHEREAS**, the Agreement was executed for advertising recruitment services with a term July 1, 2018 through June 30, 2020 and a total Agreement amount not to exceed $400,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through June 30, 2021 to allow for services to continue with a $200,000 increase for a total Agreement amount of $600,000.

## AGREEMENT

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 4.1, under "TERM OF AGREEMENT" shall be amended to the following:
   ***"The initial term shall commence on July 1, 2018 through and including June 30, 2021, with the option to extend the AGREEMENT two (2) additional one (1) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT."***

2. Section 5.2 under "COMPENSATION AND PAYMENTS shall be amended to the following:
   ***"Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spend under this AGREEMENT. The total amount payable by NMC under this Agreement is not to exceed the sum of $600,000. "***

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the Agreement.

5. This Amendment No. 1 shall be effective when signed by both parties.

**IN WITNESS WHEREOF,** the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

**NATIVIDAD MEDICAL CENTER**

By: _____
Gary R. Gray, DO, CEO

Date: 4/3/2020

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Monterey County Deputy County Counsel

Date: 4/4/2020

**APPROVED AS TO FISCAL PROVISIONS**

By: _____
Monterey County Deputy Auditor/Controller

Date: 4/6/2020

**CONTRACTOR**

Spin Recruitment Inc.
**CONTRACTOR's Business Name**
***See instructions below***

By: Traci A. Dondanville
(Signature of: Chair, President, or Vice-President)

Traci Dondanville, President
Name and Title

Date: 3/20/20

By: Stephanie Fong
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Stephanie Fong, Secretary
Name and Title

Date: 3/20/2020

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

# Monterey County
# Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

## Board Order

**Agreement No.: A-13971**

Upon motion of Supervisor Parker, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Spin Recruitment Inc. pursuant to the Request for Proposal (RFP) #9600-78 for advertising recruitment services at NMC, with an agreement term beginning on July 1, 2018 through June 30, 2020, with the option to extend the agreement for three (3) additional one (1) year periods; and for an original contract amount not to exceed $400,000.

PASSED AND ADOPTED on this 19th day of June 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting June 19, 2018.

Dated: June 26, 2018
File ID: A 18-204

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____
Joel G. Pablo, Deputy

# AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND SPIN RECRUITMENT

This AGREEMENT is made and entered into by the County of Monterey, a political subdivision of the State of California, on behalf of its wholly-owned and operated Natividad Medical Center, hereinafter referred to as "NMC", and Spin Recruitment Inc., hereinafter referred to as "CONTRACTOR."

## 1.0 RECITALS

WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-78) for Recruitment Advertising Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

## 2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR'S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP # 9600-78 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 9600-78. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:
RFP # 9600-78 dated February 19, 2018, including all attachments and exhibits
Addendum 1
CONTRACTOR'S Proposal dated March 16, 2018,
AGREEMENT,
Certificate of Insurance
Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFP #9600-78 including all attachments and exhibits, Addendum/Addenda issued, Certificate of Insurance, and Additional Insured Endorsements.

2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.

2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.

2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.

2.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## 3.0 SCOPE OF SERVICE

3.1 The Scope of Services can be described generally as providing recruitment advertising services, which includes but is not limited to the following:

3.1.1 Development of external and internal Advertising Campaigns for the hospital to include strategic planning, development of materials and reviewing them with NMC staff

3.1.2 Placement of NMC advertising for open positions in newspapers, journals and other specialty publications to target potential candidates

3.1.3 Post various positions on internet websites and social media platforms

3.1.4 Development of Direct Mail recruitment post cards (i.e. purchase mailing list from various sources and mail cards to potential candidates)

3.1.5 Make recommendations to staff on additional sources of potential candidates

3.1.6 Negotiate rates with various publications

3.1.7 Keep NMC informed of new publications, journals, and other advertising sources

3.1.8 Advise NMC of additional or special publications and/or reduces rates when offered

3.1.9 Assist with the development of recognition and retention methods

3.1.10 Identify branding materials to assist with recruitment efforts
3.1.11 Create Direct Mail campaigns
3.1.12 Develop internal campaigns (i.e. promotion of internal referral program, ect.)
3.1.13 Video and TV Advertising
3.1.14 Social Media Advertising and Communication (including utilization of social media advertising software i.e. Career Arc)

## 4.0 TERM OF AGREEMENT

4.1 The initial term shall commence on July 1, 2018 through and including June 30, 2020, with the option to extend the AGREEMENT three (3) additional one (1) year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.

4.2 If NMC exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.

4.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

## 5.0 COMPENSATION AND PAYMENTS

5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as EXHIBIT A – PRICING.

5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

5.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

5.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.

5.6 Tax:
5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
5.6.2 County is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. The County is exempt from Federal Transportation Tax; an

exemption certificate is not required where shipping documents show Monterey County as consignee.

## 6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center
Accounts Payable Department
P.O. Box 81611
Salinas, CA. 93912

Contact Information:
Phone: (831) 783-2367
Email: AccountsPayableEmail@natividad.com

6.2 CONTACTOR shall reference RFP #9600-78 and the direct order (DO) number on all invoices submitted to NMC. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

## 7.0 STANDARD INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for

damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

8.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

8.2 Insurance Coverage Requirements:

8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

8.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

8.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in

providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT.

8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S

insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

## 9.0 NON-DISCRIMINATION

9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## 10.0 ASSIGNMENT AND SUBCONTRACTING

10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.

10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.

## 11.0 CONFLICT OF INTEREST

11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## 12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

12.2 CONTRACTOR shall report immediately to NMC, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## 13.0 RECORDS AND CONFIDENTIALITY

13.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the NMC or prepared

in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.

13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.

13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## 14.0 FORCE MAJEURE

Neither NMC nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's reasonable control (a "**Force Majeure Event**"), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.

If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

## 15.0 INTELLECTUAL PROPERTY RIGHTS

All data provided by NMC belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this AGREEMENT, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of NMC. Use or distribution of NMC data by CONTRACTOR is prohibited unless CONTACTOR obtains prior written consent from NMC.

For NMC data hosted or stored on equipment not owned by NMC, CONTRACTOR shall furnish all data to NMC upon request by NMC at any time during the term of this AGREEMENT and up to one year after the term has expired, in a useable format as specified by NMC and at no additional cost to NMC.

Notwithstanding anything to the contrary contained in this AGREEMENT, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this AGREEMENT.

## 16.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC contracts division manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Natividad Medical Center
CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906
FAX No.: (831) 757-2592

TO CONTRACTOR:
Spin Recruitment Advertising
712 Bancroft Road #521
Walnut Creek, CA 94598
Phone: (925) 944-6060
Email: tracid@spinrecruitment.com
FAX No.: (925) 944-6063

## 17.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

***-Signature page to follow-***

**NATIVIDAD MEDICAL CENTER**

By: _____
Gary R. Gray, DO, CEO

Date: 4/20/18

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Monterey County Deputy County Counsel

Date: 5/2/18

**APPROVED AS TO FISCAL PROVISIONS**

By: _____
Monterey County Deputy Auditor/Controller

Date: 5-4-18

**CONTRACTOR**

Spin Recruitment Inc.
**CONTRACTOR's Business Name**
***See instructions below***

By: Traci A. Dondanville
(Signature of: Chair, President, or Vice-President)

Traci Dondanville, President
Name and Title

Date: 4/18/18

By: Stephanie Fong
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Stephanie Fong, Secretary
Name and Title

Date: 4/18/18

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

# EXHIBIT A – PRICING

## RFP #9600-78

**Pricing:**

At the core of our service network is a one-of-a-kind cost structure featuring a media commission rebate system. Put simply, we can give you all the services you need at a lower cost than if you were to place your ads directly with the media or through another agency. Our lower commission rate and other cost-containment strategies can offer Natividad Medical Center a savings of as much as 20% over other agencies.

Media costs for print (newspapers and trade journals) and website ads are determined by published rate cards and are based on the amount of space ordered from the media or per posting charges. SPIN begins by obtaining the lowest possible rate from the media and then provides our clients with a rebate on the media commission.

**Commissionable Media**

Advertising agencies earn most of their income from the media, which reimburses the advertising agency a 15% commission on all media placements. SPIN, however, offers a standard 13% commission structure yielding a rebate of 3.95% on our commission. For example:

| | |
|---|---|
| Media Charge | $1,000.00 |
| Less 15% Agency Discount | <$150.00> |
| Agency's Cost | $850.00 |
| SPIN Markup @13% | $110.50 |
| Ad Placement Fee | $30.00 |
| Media Cost to Client | $990.50 |

* If you were to go direct to the media, the ad would have cost $1,000.

**Non-Commissionable Media**

In cases where there is no commission offered by the media, the standard advertising agency markup is 17.65% to yield a 15% commission. SPIN will only mark up the media by a rate of 13%, therefore saving you 4.65% over other agencies.

| | |
|---|---|
| Media Charge | $1,000.00 |
| SPIN Markup | $130.00 |
| Ad Placement Fee | $30.00 |
| Media Cost to Client | $1,160.00 |

Prior to ad placement we will provide you with a cost estimate for each ad, and will not move forward with posting the ad before we receive your approval.

Due to the volume of ads that SPIN places, we also have bulk packages with various media and the ability to negotiate lower pricing in some cases.

**Production/Typesetting Charges**

All display ads will incur a production/typesetting charge of $15/column inch. This is on top of the $30 ad placement fee. If you run the same ad in multiple media, the first ad is charged the full typesetting fee, and subsequent ads are charged a $60 flat rate (in addition to a $30 ad placement fee).

**Collateral/Project Charges**

All direct mail, recruitment brochures, flyers, email blasts, booth displays, splash pages, giveaways, employment branding, social media campaigns, etc. will be done on a per project basis and a detailed estimate will be provided for each individual project. Work will not commence without a signed estimate. These types of projects are all estimated based on scope of work and how much time we think the project will take. Tax is only charged on tangible products such as a printed direct mail postcard or brochure, giveaways, a booth display, etc. Tax is not charged on ad placement.

# County of Monterey

## Board Report

**Legistar File Number: A 25-382**

# Item No.25

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/5/2025

**Current Status:** Health Department - Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health Services or designee to sign Amendment No. 4 to Agreement A-14007 between County of Monterey Health Department, Clinic Services Bureau (Clinic Services) and Stericycle, Inc., to increase the contract amount by $40,000 for a revised contract amount not to exceed $233,200 for hazardous medical waste retrieval and disposal services.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Approve and authorize the Director of Health Services or designee to sign Amendment No. 4 to Agreement A-14007 between County of Monterey Health Department, Clinic Services Bureau (Clinic Services) and Stericycle, Inc., to increase the contract amount by $40,000 for a revised contract amount not to exceed $233,200 for hazardous medical waste retrieval and disposal services.

SUMMARY/DISCUSSION:
The Health Department Clinic Services Bureau (Clinic Services) operates twelve community clinic sites designated as Federally Qualified Health Centers (FQHCs) which provide preventive, primary, and specialty medical care services

Medical waste retrieval and disposal services are required by various regulating agencies, including Occupational Safety and Health Administration (OSHA), per waste segregation requirements as defined by the Environmental Protection Agency (EPA). On June 26, 2018, the Board of Supervisors approved Agreement No. A-14007 with Stericycle, Inc. to provide hazardous medical waste retrieval and disposal services for both Clinic Services Bureau and the Public Health Bureau.

Amendment No. 1 was executed on July 1, 2020 to extend services through June 30, 2022 and add a site location to scope, Amendment No. 2 was approved by the Board of Supervisors on June 7, 2022 to increase funding and extend services another two years, and Amendment No. 3 was approved on July 1, 2024 to add additional sites, extend services and increase funding to cover the additional year. Approval of the recommended action will maintain the essential waste removal and disposal services for both Bureaus while complying with regulating agencies through the remainder of the Agreement term of June 30, 2026.

While this work is not directly in support of a Health Department Strategic Plan Goal, it is in support of one or more of the ten essential public health services, specifically: 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The office of County Counsel and Auditor Controller have approved this Agreement and fiscal provisions, respectively. Public Health has reviewed and approves the recommendation.

FINANCING:
Sufficient funds are available in the FY 2025-26 Approved Budgets for both Clinic Services Bureau, (4000-HEA007) and Public Health Bureau (4000-HEA003). This Agreement is funded by revenues generated from Medi-Cal and Medicare. There is no financial impact to the General Fund resulting from approval of this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst, 755-4939
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 4
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement

# County of Monterey

## Board Report

**Legistar File Number: A 25-382**

**Item No.**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/5/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** BoS Agreement

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Amendment No. 1 was executed on July 1, 2020 to extend services through June 30, 2022 and add a site location to scope, Amendment No. 2 was approved by the Board of Supervisors on June 7, 2022 to increase funding and extend services another two years, and Amendment No. 3 was approved on July 1, 2024 to add additional sites, extend services and increase funding to cover the additional year. Approval of the recommended action will maintain the essential waste removal and disposal services for both Bureaus while complying with regulating agencies through the remainder of the Agreement term of June 30, 2026.

While this work is not directly in support of a Health Department Strategic Plan Goal, it is in support of one or more of the ten essential public health services, specifically: 6. Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:
The office of County Counsel and Auditor Controller have approved this Agreement and fiscal provisions, respectively. Public Health has reviewed and approves the recommendation.

FINANCING:
Sufficient funds are available in the FY 2025-26 Approved Budgets for both Clinic Services Bureau, (4000-HEA007) and Public Health Bureau (4000-HEA003). This Agreement is funded by revenues generated from Medi-Cal and Medicare. There is no financial impact to the General Fund resulting from approval of this Agreement.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Prisca Segovia, Management Analyst, 755-4939
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 4
Amendment No. 3
Amendment No. 2
Amendment No. 1
Agreement

Docusign Envelope ID: 9641F276-60D4-42B5-8EAF-8499FB57B47B

**Amendment No. 4 To Agreement**
**By and Between**
**County of Monterey, hereinafter referred to as "County"**
**AND**
**Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

**THIS AMENDMENT** No. 4 is made and entered into, by and between **Stericycle, Inc.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

**WHEREAS,** the County and CONTRACTOR have heretofore entered into an Agreement A-14007 to provide hazardous medical waste retrieval and disposal services for the period of July 1, 2018 to June 30, 2020 and an amount not to exceed $55,000 ("Agreement"); and

**WHEREAS,** on July 1, 2020, the COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the amount of the Agreement by $41,800 for a new maximum COUNTY obligation of $96,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2022 and;

**WHEREAS,** on July 1, 2022, the COUNTY and CONTRACTOR entered into Amendment No. 2 to increase the amount of the Agreement by $46,000 for a new maximum COUNTY obligation of $142,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2024 and;

**WHEREAS**, on July 1, 2024, the County and CONTRACTOR entered into Amendment No. 3 to increase the amount of the Agreement by $50,400 for a new maximum COUNTY obligation of $193,200; modify the scope to add new service locations and remove the Business Associate Agreement (BAA) and extend the term an additional two (2) years for a new term of July 1, 2018 through June 30, 2026, and;

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement by $40,000 for a new maximum COUNTY obligation of $233,200 as specified below.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Agreement as follows:

1. **SECTION 3, PAYMENTS BY COUNTY,** is hereby amended and restated to read in its entirety as follows:

   "3.0 PAYMENTS BY COUNTY: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $233,200."

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2. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 4 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 4 to EXHIBIT A.

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this AMENDMENT No. 4 shall be attached to the Agreement.

5. The effective date of this AMENDMENT No. 4 is effective upon execution by both parties.

***This space left blank intentionally***

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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 4 on the day and year written below.

**COUNTY OF MONTEREY**

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Director of Health Services
Department of Health (if applicable)

Date: _____

Approved as to Legal Form

By: DocuSigned by: Stacy Saetta
Stacy L. Saetta, Chief Deputy County Counsel

Date: 9/3/2025 | 12:34 PM PDT

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth
Auditor-Controller

Date: 9/3/2025 | 4:18 PM PDT

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

**CONTRACTOR**

By: DocuSigned by: Joe Sagala
E5F4A776015B47C...

Name: Joe Sagala

Title: Government Account Executive

Date: 8/6/2025 | 3:31 PM CDT

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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# Amendment No. 4 to EXHIBIT A

## SCOPE OF SERVICES / PAYMENT PROVISIONS

## A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

## A.1. BIOHAZARD WASTE DISPOSAL SERVICE

CONTRACTOR shall provide biohazard waste disposal services on a scheduled and routine basis. Examples of biohazard waste are sharps, glass vials, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account No. 3000981944 (Clinic Services Bureau):** | | |
|---|---|---|
| **Site ID:** | **Facility:** | **Frequency:** |
| 3000981936 | Laurel Health Clinics (Family Practice)<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | Weekly |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Bi-Weekly |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Weekly |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Monthly |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Monthly |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd., Bldg. 200, Suite 101<br>Salinas, CA 93906 | Weekly |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd., Bldg. 151, Suite 16<br>Salinas, CA 93906 | Weekly |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd., Building 760<br>Salinas, CA 93906 | Bi-Weekly |
| 3001284564 | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | Monthly |
| 3001284621 | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Monthly |

Docusign Envelope ID: 9641F276-60D4-42B5-8EAF-8499FB57B47B

| Account No. 3000990308 (Public Health Bureau): | | |
|---|---|---|
| **Site ID:** | **Facility:** | **Frequency:** |
| 3000990307 | Monterey County Health Dept<br>**Public Health Bureau**<br>1270 Natividad Road, 2nd Floor, Room 216<br>Salinas, CA 93906 | Every 12 Weeks |
| 3001264515 | County of Monterey<br>**Public Health Laboratory**<br>1270 Natividad Road, 1st Floor<br>Salinas, CA. 93906 | 2 x Per Week |

## A.2. NON-HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL SERVICE

CONTRACTOR shall provide non-hazardous pharmaceutical waste disposal services on a scheduled and routine basis. Examples of pharmaceutical waste are expired pills, partial Rx doses, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Account No: 3000990308 (Public Health Bureau): | | | |
|---|---|---|---|
| **Site ID:** | **Facility:** | **Size:** | **Frequency:** |
| 3000990307 | Monterey County Health Dept<br>1270 Natividad Road, 2nd Floor,<br>Room 216<br>Salinas, CA 93906 | 2 gallons | Qtly |

## A.3. HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL SERVICE (HDDS Service Subscription)

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to the table below.

CONTRACTOR shall provide 8 gallon or 18-gallon containers for compatible pharmaceutical waste disposal.

Replacement containers will be provided to each site at no additional cost for the allotted quantity in the table below.

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| **Account Number: 3000981944** | | | | |
|---|---|---|---|---|
| **Site ID:** | **Clinic** | **Annual Containers** | **Frequency** | **Monthly Rate** |
| 3000981936 | Laurel Health Clinics (FP, LV)<br>1441 Constitution Blvd., Bldg. 400<br>Salinas, CA 93906 | Up to 5 | 2 x<br>Per Year | $116.10/mo |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Up to 5 | 2 x<br>Per Year | $116.10/mo |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd.,<br>Bldg. 200, Ste. 101<br>Salinas, CA 93906 | Up to 5 | 2 x<br>Per Year | $116.10/mo |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd.,<br>Bldg. 151, Suite 16<br>Salinas, CA 93906 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd., Bldg.760<br>Salinas, CA 93906 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3001284564 | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3001284621 | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year | $62.10/mo |

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**A.4 TRACE CHEMO WASTE DISPOSAL SERVICE (HDDS Service Subscription)**

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) for trace chemo waste on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include but are not limited to the table below.

| Site ID: | Facility: | Size: | Frequency: |
|---|---|---|---|
| 3000981936 | Laurel Health Clinics (Family Practice)<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | N/A | N/A |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 8 gallons | As Needed |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | N/A | N/A |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd.<br>Building 200, Suite 101<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd.<br>Building 760<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3001284564 | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 3001284621 | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |

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## A.5. CONTRACTOR AGREES TO THE FOLLOWING

1. To provide services in compliance with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period, including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
2. To deliver replacement containers at the following sites and frequencies, unless otherwise mutually agreed upon. CONTRACTOR shall provide replacement containers for ones to be treated at no cost to the County. Container prices listed in the Payment Provisions are only for extra containers, as requested by County.
3. To respond to any emergency request within 60 minutes of receiving the call and to pick up medical waste from designated County areas (EMERGENCY PICK-UP).
4. To adjust frequency of service and/or container size per site as requested in writing by County.
5. To provide tracking documentation and record retention for all containers received from County. Said documentation will be in compliance with all government regulations and will serve as proof of disposal and destruction of medical waste.
6. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
7. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
8. To provide either "scheduled" or "as needed" pickup based upon County's needs.
9. To provide trained, licensed, professional drivers in vehicles licensed and registered with the State of California to perform all pickups. All items removed from site will be listed on CONTRACTOR'S approved form and form will be signed by site personnel.
10. To provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County.
11. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment. Contractor shall also charge an additional pickup fee if any facility exceeds their annual pickup allotment.
12. To sell container products to County at competitive pricing.

## A.6 COUNTY AGREES TO THE FOLLOWING:

1. County will notify CONTRACTOR at least three (3) business day prior to when services are requested, except as routinely scheduled.
2. To place only medical waste as defined per Attachment to Exhibit A in containers for pickup. Other types of waste, i.e., pharmaceutical, radioactive chemicals or other hazardous waste shall not be placed in containers designated for medical waste.

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3. All syringes/needles will be placed in Sharps containers and all blood/infectious waste will be placed in Biohazard bags by County staff prior to pick up by CONTRACTOR.
4. To place waste only into respective, designated containers provided by CONTRACTOR prior to pick up by CONTRACTOR. Pharmaceutical containers must be labeled "Incinerate Only" on all sides and on top.

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

1. County shall pay an amount not to exceed **$233,200** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following rates. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

| Service | Definition | Rate |
|---|---|---|
| Stop Charge[1] | Per Stop fee | $38.00 |
| | | |
| California AB 1807 Fee | Permit fee for offsite treatment of medical waste | $0.0127/lb |
| | | |
| 48 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 48 gallon biohazard tub. | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 44 gallon biohazard tub. | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb | Treatment fee for 20 gallon biohazard tub. | $27.00 |
| Overweight | Overweight biohazard tub. | $35.00 |
| | | |
| 2 Gal (Pharm) | Treatment fee for 2 Gallon Pharmaceutical container. | $40.00 |
| 3 Gal (Pharm) | Treatment fee for 3 Gallon Pharmaceutical container. | $45.00 |
| 8 Gal (Pharm) | Treatment fee for 8 Gallon Pharmaceutical container. | $65.00 |
| 12 Gal (Pharm) | Treatment fee for 12 Gallon Pharmaceutical container. | $80.00 |
| | | |
| 8 Gal (Trace Chemo) | Treatment fee for 8 Gallon Trace Chemo containers. | $33.75 |
| 18 Gal (Trace Chemo) | Treatment fee for 18 Gallon Trace Chemo containers. | $36.45 |
| | | |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 3 (8 or 18 gal) Haz Pharma Waste containers, for one time per year annual pickup | $62.10/mo |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 5 (8 or 18 gal) Haz Pharma Waste containers, for two times per year annual pickup. | $116.10/mo |
| 8 or 18 Gal (HDDS) | Each additional Pickup Fee after annual pickup allotment exceeded | $700.00 |

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| Product* | Definition | Rate |
|---|---|---|
| 48 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 44 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 20 Gal Tub (Bio) CT 5.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| | | |
| 5.4 Qt Sharps (Bio) | Sharps Waste Container | $6.15 |
| | | |
| 8 Gal (Trace Chemo) | Trace Chemo container | $14.95 |
| 18 Gal (Trace Chemo) | Trace Chemo container | $18.02 |
| | | |
| 2 Gal PharmaSafety White | Pharmaceutical Waste Container | $7.02 |
| 3 Gal PharmaSafety White | Pharmaceutical Waste Container | $9.13 |
| 8 Gal PharmaSafety White | Pharmaceutical Waste Container | $16.54 |
| 12 Gal PharmaSafety White | Pharmaceutical Waste Container | $19.38 |
| | | |
| 8 or 18 Gal (HDDS) | Each additional Container Fee after annual allotment exceeded | $200.00 |

[1.] Laurel Pediatrics, Laurel Internal Medicine, Laurel Family Practice, Laurel Vista and Bienestar Natividad Medical Center shall be collectively charged as one Stop Charge.

[2.] Facilities will be billed at the Treatment Fee rates herein for emergency pick-ups.

## B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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3. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

6. CONTRACTOR shall submit invoices itemizing each billed item to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

**For Account 3000981944 (Clinic Services Bureau):**

Mail delivery:

Monterey County Health Department
FQHC Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@countyofmonterey.gov

**For Account 3000990308 (Public Health Bureau):**

Mail delivery:
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
Attn: ACCOUNTING

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**Amendment No. 3 To Agreement**
**By and Between**
**County of Monterey, hereinafter referred to as "County"**
**AND**
**Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

**THIS AMENDMENT** No. 3 is made and entered into, by and between **Stericycle, Inc.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

**WHEREAS,** the County and CONTRACTOR have heretofore entered into an Agreement A-14007 to provide hazardous medical waste retrieval and disposal services for the period of July 1, 2018 to June 30, 2020 and an amount not to exceed $55,000 ("Agreement"); and

**WHEREAS,** on July 1, 2020, the COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the amount of the Agreement by $41,800 for a new maximum COUNTY obligation of $96,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2022 and;

**WHEREAS,** on July 1, 2022, the COUNTY and CONTRACTOR entered into Amendment No. 2 to increase the amount of the Agreement by $46,000 for a new maximum COUNTY obligation of $142,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2024 and;

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement by $50,400 for a new maximum COUNTY obligation of $193,200; extend the term an additional two (2) years for a new term of July 1, 2018 through June 30, 2026; modify the scope to add new service locations and remove the Business Associate Agreement (BAA) as specified below.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. **SECTION 3, PAYMENTS BY COUNTY,** is hereby amended and restated to read in its entirety as follows:

   "3.0 PAYMENTS BY COUNTY: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $193,200."

2. **SECTION 4 TERM OF AGREEMENT**, **Paragraph 4.01**, is hereby amended and restated to read in its entirety as follows:

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"4.01. The term of this Agreement is from July 1, 2018 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement**."

3. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 3 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 3 to EXHIBIT A.

4. **EXHIBIT B – Business Associate Agreement** is hereby deleted in its entirety from this Agreement.

5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the Agreement.

6. A copy of this AMENDMENT No. 3 shall be attached to the Agreement.

7. The effective date of this AMENDMENT No. 3 is July 1, 2024.

***This space left blank intentionally***

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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 3 on the day and year written below.

**COUNTY OF MONTEREY**

By: DocuSigned by: Debra Wilson 7B741957AA6B41B... Contracts/Purchasing Officer

Date: 7/1/2024 | 9:58 AM PDT

By: DocuSigned by: CFA10EA59D4484B... Director of Health Services
Department of Health (if applicable)

Date: 7/11/2024 | 10:13 AM PDT

Approved as to Legal Form

By: DocuSigned by: Stacy Saetta 1DD4A2B0D... Stacy L. Saetta, Chief Deputy County Counsel

Date: 6/28/2024 | 11:49 AM PDT

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth 4E7E6378764544E... Auditor-Controller

Date: 6/28/2024 | 11:55 AM PDT

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

**CONTRACTOR**

By: DocuSigned by: Joe Sagala E5F4A776015B47C...

Name: Joe Sagala

Title: Government Account Executive

Date: 6/26/2024 | 9:11 AM CDT

By: DocuSigned by: Trish Bystrek 89C3598092314F6...

Name: Trish Bystrek

Title: Government Account Executive

Date: 6/26/2024 | 10:10 AM CDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner wh has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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# Amendment No. 3 to EXHIBIT A

## SCOPE OF SERVICES / PAYMENT PROVISIONS

## A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

### A.1. BIOHAZARD WASTE DISPOSAL

CONTRACTOR shall provide biohazard waste disposal services on a scheduled and routine basis. Examples of biohazard waste are sharps, glass vials, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account No. 3000981944 (Clinic Services Bureau):** | | |
|---|---|---|
| **Site ID:** | **Facility:** | **Frequency:** |
| 3000981936 | Laurel Health Clinics (Family Practice)<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | Weekly |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Bi-Weekly |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Weekly |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Monthly |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Monthly |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd., Bldg. 200, Suite 101<br>Salinas, CA 93906 | Weekly |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd., Bldg. 151, Suite 16<br>Salinas, CA 93906 | Weekly |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd., Building 760<br>Salinas, CA 93906 | Bi-Weekly |
| TBD | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | Monthly |
| TBD | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Monthly |

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| **Account No. 3000990307 (Public Health Bureau):** | | |
|---|---|---|
| **Site ID:** | **Facility:** | **Frequency:** |
| 002 | Monterey County Health Dept<br>1270 Natividad Road, 2nd Floor, Room 216<br>Salinas, CA 93906 | As Needed |
| TBD | County of Monterey Public Health Laboratory<br>1270 Natividad Road, 1st Floor<br>Salinas, CA. 93906 | As Needed |

**A.2. NON-HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL**

CONTRACTOR shall provide non-hazardous pharmaceutical waste disposal services on a scheduled and routine basis. Examples of pharmaceutical waste are expired pills, partial Rx doses, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account No: 3000990307 (Public Health Bureau):** | | | |
|---|---|---|---|
| **Site ID:** | **Facility:** | **Size:** | **Frequency:** |
| 002 | Monterey County Health Dept<br>1270 Natividad Road, 2nd Floor,<br>Room 216<br>Salinas, CA 93906 | 2 gallons | Qtly |

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## A.3 TRACE CHEMO WASTE DISPOSAL

CONTRACTOR shall provide trace chemo disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but not limited to:

| **Account Number 3000981944** | | | |
|---|---|---|---|
| **Site ID:** | **Facility:** | **Size:** | **Frequency:** |
| 3000981936 | Laurel Health Clinics (Family Practice)<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | N/A | N/A |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 8 gallons | As Needed |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | N/A | N/A |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd.<br>Building 200, Suite 101<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd.<br>Building 760<br>Salinas, CA 93906 | 8 gallons | As Needed |
| TBD | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | 8 gallons | As Needed |
| TBD | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |

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## A.4. HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL (HDDS)

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) on a scheduled and routine basis.

CONTRACTOR shall provide 8 gallon or 18-gallon containers for compatible pharmaceutical waste disposal. Replacement containers will be provided to each site at no additional cost for the allotted quantity in the table below.
Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account Number: 3000981944** | | | |
|---|---|---|---|
| **Site ID:** | **Clinic** | **Annual Containers (8 or 18 Gal.)** | **Frequency (Stops x Year)** |
| 3000981936 | Laurel Health Clinics (FP, LV, Bienestar)<br>1441 Constitution Blvd., Bldg. 400<br>Salinas, CA 93906 | Up to 5 | 2 x<br>Per Year |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Up to 5 | 2 x<br>Per Year |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Up to 3 | 1 x<br>Per Year |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Up to 3 | 1 x<br>Per Year |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd., Bldg. 200, Ste. 101<br>Salinas, CA 93906 | Up to 5 | 2 x<br>Per Year |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd., Bldg. 151, Suite 16<br>Salinas, CA 93906 | Up to 3 | 1 x<br>Per Year |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd., Bldg.760<br>Salinas, CA 93906 | Up to 3 | 1 x<br>Per Year |
| TBD | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year |
| TBD | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year |

Docusign Envelope ID: 545F3CD1-A4DD-4429-9959-EAC3D6BC4E3F

## A.5. CONTRACTOR AGREES TO THE FOLLOWING

1. To provide services in compliance with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period, including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
2. To deliver replacement containers at the following sites and frequencies, unless otherwise mutually agreed upon. CONTRACTOR shall provide replacement containers for ones to be treated at no cost to the County. Container prices listed in the Payment Provisions are only for extra containers, as requested by County.
3. To respond to any emergency request within 60 minutes of receiving the call and to pick up medical waste from designated County areas (EMERGENCY PICK-UP).
4. To adjust frequency of service and/or container size per site as requested in writing by County.
5. To provide tracking documentation and record retention for all containers received from County. Said documentation will be in compliance with all government regulations and will serve as proof of disposal and destruction of medical waste.
6. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
7. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
8. To provide either "scheduled" or "as needed" pickup based upon County's needs.
9. To provide trained, licensed, professional drivers in vehicles licensed and registered with the State of California to perform all pickups. All items removed from site will be listed on CONTRACTOR'S approved form and form will be signed by site personnel.
10. To provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County.
11. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment. Contractor shall also charge an additional pickup fee if any facility exceeds their annual pickup allotment.
12. To sell container products to County at competitive pricing.

## A.6 COUNTY AGREES TO THE FOLLOWING:

1. County will notify CONTRACTOR at least three (3) business day prior to when services are requested, except as routinely scheduled.
2. To place only medical waste as defined per Attachment to Exhibit A in containers for pickup. Other types of waste, i.e., pharmaceutical, radioactive chemicals or other hazardous waste shall not be placed in containers designated for medical waste.

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3. All syringes/needles will be placed in Sharps containers and all blood/infectious waste will be placed in Biohazard bags by County staff prior to pick up by CONTRACTOR.
4. To place waste only into respective, designated containers provided by CONTRACTOR prior to pick up by CONTRACTOR. Pharmaceutical containers must be labeled "Incinerate Only" on all sides and on top.

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

1. County shall pay an amount not to exceed $193,200 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following rates. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

| Service | Definition | Rate |
|---|---|---|
| Stop Charge[1] | Per Stop fee | $38.00 |
| | | |
| California AB 1807 Fee | Permit fee for offsite treatment of medical waste | $0.0127/lb |
| | | |
| 48 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 48 gallon biohazard tub. | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 44 gallon biohazard tub. | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb | Treatment fee for 20 gallon biohazard tub. | $27.00 |
| Overweight | Overweight biohazard tub. | $35.00 |
| | | |
| 2 Gal (Pharm) | Treatment fee for 2 Gallon Pharmaceutical container. | $40.00 |
| 3 Gal (Pharm) | Treatment fee for 3 Gallon Pharmaceutical container. | $45.00 |
| 8 Gal (Pharm) | Treatment fee for 8 Gallon Pharmaceutical container. | $65.00 |
| 12 Gal (Pharm) | Treatment fee for 12 Gallon Pharmaceutical container. | $80.00 |
| | | |
| 8 Gal (Trace Chemo) | Treatment fee for 8 Gallon Trace Chemo containers. | $33.75 |
| 18 Gal (Trace Chemo) | Treatment fee for 18 Gallon Trace Chemo containers. | $36.45 |
| | | |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 3 (8 or 18 gal) Haz Pharma Waste containers, for one time per year annual pickup | $62.10/mo |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 5 (8 or 18 gal) Haz Pharma Waste containers, for two times per year annual pickup. | $116.10/mo |
| 8 or 18 Gal (HDDS) | Each additional Pickup Fee after annual pickup allotment exceeded | $700.00 |

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| Product* | Definition | Rate |
|---|---|---|
| 48 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 44 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 20 Gal Tub (Bio) CT 5.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| | | |
| 5.4 Qt Sharps (Bio) | Sharps Waste Container | $6.15 |
| | | |
| 8 Gal (Trace Chemo) | Trace Chemo container | $14.95 |
| 18 Gal (Trace Chemo) | Trace Chemo container | $18.02 |
| | | |
| 2 Gal PharmaSafety White | Pharmaceutical Waste Container | $7.02 |
| 3 Gal PharmaSafety White | Pharmaceutical Waste Container | $9.13 |
| 8 Gal PharmaSafety White | Pharmaceutical Waste Container | $16.54 |
| 12 Gal PharmaSafety White | Pharmaceutical Waste Container | $19.38 |
| | | |
| 8 or 18 Gal (HDDS) | Each additional Container Fee after annual allotment exceeded | $200.00 |

[1.] Laurel Pediatrics, Laurel Internal Medicine, Laurel Family Practice, Laurel Vista and Bienestar Natividad Medical Center shall be collectively charged as one Stop Charge.

[2.] Facilities will be billed at the Treatment Fee rates herein for emergency pick-ups.

## B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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3. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

6. CONTRACTOR shall submit invoices itemizing each billed item to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

**For Account 3000981944 (Clinic Services Bureau):**

Mail delivery:

Monterey County Health Department
FQHC Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@co.monterey.ca.us

**For Account 3000990307 (Public Health Bureau):**

Mail delivery:
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
Attn: ACCOUNTING

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**Amendment No. 2 To Agreement**
**By and Between**
**County of Monterey, hereinafter referred to as "County"**
**AND**
**Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

**THIS AMENDMENT** No. 2 is made and entered into, by and between **Stericycle, Inc.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

**WHEREAS,** the County and CONTRACTOR have heretofore entered into an Agreement to provide hazardous medical waste retrieval and disposal services for the period of July 1, 2018 to June 30, 2020 and an amount not to exceed $55,000 ("Agreement"); and

**WHEREAS,** on July 1, 2020, the COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the amount of the Agreement by $41,800 for a new maximum COUNTY obligation of $96,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2022 and;

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement and extend the term, as specified below.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. **SECTION 3, PAYMENTS BY COUNTY,** is hereby amended and restated to read in its entirety as follows:

   "3.0 PAYMENTS BY COUNTY: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $142,800."

2. **SECTION 4 TERM OF AGREEMENT**, **Paragraph 4.01**, is hereby amended and restated to read in its entirety as follows:

   "4.01. The term of this Agreement is from July 1, 2018 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement**."

3. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 2 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 2 to EXHIBIT A.

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4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this AMENDMENT No. 2 shall be attached to the Agreement.

6. The effective date of this AMENDMENT No. 2 is July 1, 2022.

***This space left blank intentionally***

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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 2 on the day and year written below.

**COUNTY OF MONTEREY**

By: DocuSigned by: C7A30BA59CA8423...
Director of Health
Department of Health

Date: 6/14/2022 | 4:28 PM PDT

Approved as to Legal Form:

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Stacy L. Saetta, Chief Deputy County Counsel

Date: 5/23/2022 | 9:47 AM PDT

Approved as to Fiscal Provisions:

By: DocuSigned by: Gary Giboney D3834BFEC1D8449...
Auditor-Controller

Date: 5/23/2022 | 10:07 AM PDT

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

**CONTRACTOR**

By: _____

Name: Joe Sagala

Title: Government Account Executive

Date: 5/18/2022

By: _____

Name: BRIAN CLIFFORD

Title: Government Manager

Date: 5/18/22

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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# Amendment No. 2 to EXHIBIT A

## SCOPE OF SERVICES / PAYMENT PROVISIONS

### A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

### A.1. BIOHAZARD WASTE DISPOSAL

CONTRACTOR shall provide biohazard waste disposal services on a scheduled and routine basis. Examples of biohazard waste are sharps, glass vials, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Acct. No. | Site ID: | Facility: | Frequency: |
|---|---|---|---|
| 6107859 | 001 | Laurel Health Clinics<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | Weekly |
| 6107859 | 002 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Bi-Weekly |
| 6107859 | 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Weekly |
| 6107859 | 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Bi-Weekly |
| 6107859 | 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Bi-Weekly |
| 6107859 | 007 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 200, Suite 101<br>Salinas, CA 93906 | Weekly |
| 6107859 | 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | Weekly |
| 6107859 | 011 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 760 (NIDO)<br>Salinas, CA 93906 | Bi-Weekly |
| **Acct. No.** | **Site ID:** | **Facility:** | **Frequency:** |
| 6140604 | 002 | Monterey County Health Dept<br>1270 Natividad Road, Room 216<br>Salinas, CA 93906 | As Needed |

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**A.2. NON-HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL**

CONTRACTOR shall provide non-hazardous pharmaceutical waste disposal services on a scheduled and routine basis. Examples of pharmaceutical waste are expired pills, partial Rx doses, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Account No: | Site ID: | Facility: | Size: | Frequency: |
|---|---|---|---|---|
| 6140604 | 002 | Monterey County Health Dept<br>1270 Natividad Road, Room 216<br>Salinas, CA 93906 | 2 gallons | Qtly |

**A.3 TRACE CHEMO WASTE DISPOSAL**

CONTRACTOR shall provide trace chemo disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but not limited to:

| Account Number | Site ID: | Facility: | Size: | Frequency: |
|---|---|---|---|---|
| 6107859 | 001 | Laurel Health Clinics<br>1441 Constitution Blvd., BLDG 400<br>Salinas, CA 9390 | 8 gallons | As Needed |
| 6107859 | 002 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | N/A | N/A |
| 6107859 | 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 6107859 | 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 8 gallons | As Needed |
| 6107859 | 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | N/A | N/A |
| 6107859 | 007 | Laurel Health Clinics<br>1441 Constitution Blvd., BLDG. 200<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 6107859 | 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>BLDG 151, Suite 16<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 6107859 | 011 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>BLDG 760 (NIDO)<br>Salinas, CA 93906 | 8 gallons | As Needed |

**A.4. HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL (HDDS)**

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) on a scheduled and routine basis.

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Stericycle, Inc.
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CONTRACTOR shall provide 8 gallon or 18-gallon containers for compatible pharmaceutical waste disposal. Replacement containers will be provided to each site at no additional cost for the allotted quantity in the table below.

CONTRACTOR shall provide separate containers for each non-compatible waste category per site. Replacement containers will be provided to each site at no additional cost.

Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account Number** | **Site ID:** | **Clinic** | **Annual Containers (8 or 18 Gal.)** | **Frequency (Stops x Year)** |
|---|---|---|---|---|
| 6107859 | 001 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 400<br>Salinas, CA 93906 | Up to 5 | 2 x Per Year |
| 6107859 | 002 | Seaside Family<br>Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Up to 5 | 2 x Per Year |
| 6107859 | 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x Per Year |
| 6107859 | 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Up to 3 | 1 x Per Year |
| 6107859 | 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Up to 3 | 1 x Per Year |
| 6107859 | 007 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 200 (Peds)<br>Salinas, CA 93906 | Up to 5 | 2 x Per Year |
| 6107859 | 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | Up to 3 | 1 x Per Year |
| 6107859 | 011 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 760 (NIDO)<br>Salinas, CA 93906 | Up to 3 | 1 x Per Year |

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## A.5. CONTRACTOR AGREES TO THE FOLLOWING

1. To provide services in compliance with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period, including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
2. To deliver replacement containers at the following sites and frequencies, unless otherwise mutually agreed upon. CONTRACTOR shall provide replacement containers for ones to be treated at no cost to the County. Container prices listed in the Payment Provisions are only for extra containers, as requested by County.
3. To respond to any emergency request within 60 minutes of receiving the call and to pick up medical waste from designated County areas (EMERGENCY PICK-UP).
4. To adjust frequency of service and/or container size per site as requested in writing by County;
5. To provide tracking documentation and record retention for all containers received from County. Said documentation will be in compliance with all government regulations and will serve as proof of disposal and destruction of medical waste.
6. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
7. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
8. To provide either "scheduled" or "as needed" pickup based upon County's needs.
9. To provide trained, licensed, professional drivers in vehicles licensed and registered with the State of California to perform all pickups. All items removed from site will be listed on CONTRACTOR'S approved form and form will be signed by site personnel.
10. To provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County.
11. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment. Contractor shall also charge an additional pickup fee if any facility exceeds their annual pickup allotment.
12. To sell container products to County at competitive pricing.

## A.6 COUNTY AGREES TO THE FOLLOWING:

1. County will notify CONTRACTOR at least three business day prior to when services are requested, except as routinely scheduled.
2. To place only medical waste as defined per Attachment to Exhibit A in containers for pickup. Other types of waste, i.e., pharmaceutical, radioactive chemicals or other hazardous waste shall not be placed in containers designated for medical waste.

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3. All syringes/needles will be placed in Sharps containers and all blood/infectious waste will be placed in Biohazard bags by County staff prior to pick up by CONTRACTOR.
4. To place waste only into respective, designated containers provided by CONTRACTOR prior to pick up by CONTRACTOR. Pharmaceutical containers must be labeled "Incinerate Only" on all sides and on top.

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

1. County shall pay an amount not to exceed $142,800 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following rates. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

| Service | Definition | Rate |
|---|---|---|
| Stop Charge[1] | Per Stop fee | $38.00 |
| | | |
| California AB 1807 Fee | Permit fee for offsite treatment of medical waste | $0.0127/lb |
| | | |
| 48 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 48 gallon biohazard tub. | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 44 gallon biohazard tub. | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb | Treatment fee for 20 gallon biohazard tub. | $27.00 |
| Overweight | Overweight biohazard tub. | $35.00 |
| | | |
| 2 Gal (Pharm) | Treatment fee for 2 Gallon Pharmaceutical container. | $40.00 |
| 3 Gal (Pharm) | Treatment fee for 3 Gallon Pharmaceutical container. | $45.00 |
| 8 Gal (Pharm) | Treatment fee for 8 Gallon Pharmaceutical container. | $65.00 |
| 12 Gal (Pharm) | Treatment fee for 12 Gallon Pharmaceutical container. | $80.00 |
| | | |
| 8 Gal (Trace Chemo) | Treatment fee for 8 Gallon Trace Chemo containers. | $33.75 |
| 18 Gal (Trace Chemo) | Treatment fee for 18 Gallon Trace Chemo containers. | $36.45 |
| | | |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 3 (8 or 18 gal) Haz Pharma Waste containers, for one time per year annual pickup | $62.10/mo |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 5 (8 or 18 gal) Haz Pharma Waste containers, for two times per year annual pickup. | $116.10/mo |
| 8 or 18 Gal (HDDS) | Each additional Pickup Fee after annual pickup allotment exceeded | $700.00 |

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| Product* | Definition | Rate |
|---|---|---|
| 48 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 44 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 20 Gal Tub (Bio) CT 5.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| | | |
| 5.4 Qt Sharps (Bio) | Sharps Waste Container | $6.15 |
| | | |
| 8 Gal (Trace Chemo) | Trace Chemo container | $14.95 |
| 18 Gal (Trace Chemo) | Trace Chemo container | $18.02 |
| | | |
| 2 Gal PharmaSafety White | Pharmaceutical Waste Container | $7.02 |
| 3 Gal PharmaSafety White | Pharmaceutical Waste Container | $9.13 |
| 8 Gal PharmaSafety White | Pharmaceutical Waste Container | $16.54 |
| 12 Gal PharmaSafety White | Pharmaceutical Waste Container | $19.38 |
| | | |
| 8 or 18 Gal (HDDS) | Each additional Container Fee after annual allotment exceeded | $200.00 |

[1] Laurel Pediatrics, Laurel Internal Medicine, Laurel Family Practice, Laurel Vista and Bienestar Natividad Medical Center shall be collectively charged as one Stop Charge.

[2] Facilities will be billed at the Treatment Fee rates herein for emergency pick-ups.

## B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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3. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

6. CONTRACTOR shall submit invoices itemizing each billed item to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

**For Account 6107859:**

Mail delivery:

Monterey County Health Department
FQHC Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@co.monterey.ca.us

**For Account 6140604:**

Mail delivery:
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
Attn: ACCOUNTING

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**Amendment No. 1 To Agreement**
**By and Between**
**County of Monterey, hereinafter referred to as "County"**
**AND**
**Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

**THIS AMENDMENT** No. 1 is made and entered into, by and between **Stericycle, Inc.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

**WHEREAS,** the County and CONTRACTOR have heretofore entered into an Agreement to provide revenue enhancement services for the period of July 1, 2018 to June 30, 2020 and an amount not to exceed $55,000 ("Agreement"); and

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for two (2) additional years, as specified below.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. **SECTION 3,** "PAYMENTS BY COUNTY", is amended to increase the total amount payable by County to CONTRACTOR by $41,800, for a combined amount not to exceed $96,800 for the term of the Agreement.

2. **SECTION 4**, "TERM OF AGREEMENT", is amended to extend the term of the Agreement to June 30, 2022, for a new term of July 1, 2018 to June 30, 2022.

3. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 1 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 1 to EXHIBIT A.

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the Agreement.

5. A copy of this AMENDMENT No. 1 shall be attached to the Agreement.

6. The effective date of this AMENDMENT No. 1 is July 1, 2020.

***This space left blank intentionally***

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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 1 on the day and year written below.

**COUNTY OF MONTEREY**

By: DocuSigned by: _____
CZA30BA59CA8423...
Director of Health
Department of Health

Date: 6/11/2020 | 12:05 PM PDT

Approved as to Legal Form:

By: DocuSigned by: Stacy Saetta
C0ECE1B99E444A9...
Stacy L. Saetta, Deputy County Counsel

Date: 5/3/2020

Approved as to Fiscal Provisions:

By: DocuSigned by: Burcu Mousa
811C33356389474...
Auditor-Controller Burcu Mousa

Date: 5/5/2020

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

**CONTRACTOR** DocuSigned by:

By: Joe Sagala
4B5948C70934478...

Name: Joe Sagala

Title: Government Specialist

Date: 4/22/2020

By: DocuSigned by: Deniz Mahic
88A68131C2D747E...

Name: Deniz Mahic

Title: Manager

Date: 4/30/2020

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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# Amendment No. 1 to EXHIBIT A

## SCOPE OF SERVICES / PAYMENT PROVISIONS

## A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

### A.1. BIOHAZARD WASTE DISPOSAL

CONTRACTOR shall provide biohazard waste disposal services on a scheduled and routine basis. Examples of biohazard waste are sharps, glass vials, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Acct. No. | Site ID: | Facility: | Frequency: |
|---|---|---|---|
| 6107859 | 001 | Laurel Health Clinics<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | Weekly |
| 6107859 | 002 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Bi-Weekly |
| 6107859 | 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Weekly |
| 6107859 | 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Bi-Weekly |
| 6107859 | 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Bi-Weekly |
| 6107859 | 007 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 200, Suite 101<br>Salinas, CA 93906 | Weekly |
| 6107859 | 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | Weekly |
| 6107859 | 011 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 760 (NIDO)<br>Salinas, CA 93906 | Bi-Weekly |
| 6140604 | 001 | Monterey County Health Dept<br>1200 Aguajito Road, Room 13<br>Monterey, CA 93940 | As Needed |
| 6140604 | 002 | Monterey County Health Dept<br>1270 Natividad Road, Room 216<br>Salinas, CA 93906 | As Needed |

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## A.2. NON-HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL

CONTRACTOR shall provide non-hazardous pharmaceutical waste disposal services on a scheduled and routine basis. Examples of pharmaceutical waste are expired pills, partial Rx doses, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Account No: | Site ID: | Facility: | Size: | Frequency: |
|---|---|---|---|---|
| 6140604 | 001 | Monterey County Health Dept<br>1200 Aguajito Road, Room 13<br>Monterey, CA 93940 | 2 gallons | Qtly |
| 6140604 | 002 | Monterey County Health Dept<br>1270 Natividad Road, Room 216<br>Salinas, CA 93906 | 2 gallons | Qtly |

## A.3 TRACE CHEMO WASTE DISPOSAL

CONTRACTOR shall provide trace chemo disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but not limited to:

| Account Number | Site ID: | Facility: | Size: | Frequency: |
|---|---|---|---|---|
| 6107859 | 001 | Laurel Health Clinics<br>1441 Constitution Blvd., BLDG 400<br>Salinas, CA 9390 | 8 gallons | As Needed |
| 6107859 | 002 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | N/A | N/A |
| 6107859 | 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 6107859 | 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 8 gallons | As Needed |
| 6107859 | 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | N/A | N/A |
| 6107859 | 007 | Laurel Health Clinics<br>1441 Constitution Blvd., BLDG. 200<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 6107859 | 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>BLDG 151, Suite 16<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 6107859 | 011 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>BLDG 760 (NIDO)<br>Salinas, CA 93906 | 8 gallons | As Needed |

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## A.4. HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL (HDDS)

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) on a scheduled and routine basis.

CONTRACTOR shall provide 8 gallon or 18 gallon containers for compatible pharmaceutical waste disposal. Replacement containers will be provided to each site at no additional cost for the allotted quantity in the table below.

CONTRACTOR shall provide separate containers for each non-compatible waste category per site. Replacement containers will be provided to each site at no additional cost.

Locations where CONTRACTOR shall provide services include, but are not limited to:

| Account Number | Site ID: | Clinic | Annual Containers (8 or 18 Gal.) | Frequency (Stops x Year) |
|---|---|---|---|---|
| 6107859 | 001 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 400<br>Salinas, CA 93906 | Up to 5 | 2 x Per Year |
| 6107859 | 002 | Seaside Family<br>Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Up to 5 | 2 x Per Year |
| 6107859 | 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x Per Year |
| 6107859 | 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Up to 3 | 1 x Per Year |
| 6107859 | 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Up to 3 | 1 x Per Year |
| 6107859 | 007 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 200 (Peds)<br>Salinas, CA 93906 | Up to 5 | 2 x Per Year |
| 6107859 | 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | Up to 3 | 1 x Per Year |
| 6107859 | 011 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 760 (NIDO)<br>Salinas, CA 93906 | Up to 3 | 1 x Per Year |

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## A.5. CONTRACTOR AGREES TO THE FOLLOWING

1. To provide services in compliance with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period, including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
2. To deliver replacement containers at the following sites and frequencies, unless otherwise mutually agreed upon. CONTRACTOR shall provide replacement containers for ones to be treated at no cost to the County. Container prices listed in the Payment Provisions are only for extra containers, as requested by County.
3. To respond to any emergency request within 60 minutes of receiving the call and to pick up medical waste from designated County areas within 24 hours of request (EMERGENCY PICK-UP).
4. To adjust frequency of service and/or container size per site as requested in writing by County;
5. To provide tracking documentation for all containers received from County. Said documentation will be in compliance with all government regulations and will serve as proof of disposal and destruction of medical waste.
6. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
7. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
8. To provide either "scheduled" or "as needed" pickup based upon County's needs. Trained, licensed, professional drivers in vehicles licensed and registered with the State of California will perform all pickups. All items removed from site will be listed on CONTRACTOR'S approved form and form will be signed by site personnel.
9. To provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County.
10. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment. Contractor shall also charge an additional pickup fee if any facility exceeds their annual pickup allotment.
11. To sell container products to County at competitive pricing.

## A.6 COUNTY AGREES TO THE FOLLOWING:

1. County will notify CONTRACTOR at least one business day prior to when services are requested, except as routinely scheduled.
2. To place only medical waste as defined per Attachment to Exhibit A in containers for pickup. Other types of waste, i.e., pharmaceutical, radioactive chemicals or other hazardous waste shall not be placed in containers designated for medical waste.

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3. All syringes/needles will be placed in Sharps containers and all blood/infectious waste will be placed in Biohazard bags by County staff prior to pick up by CONTRACTOR.
4. To place waste only into respective, designated containers provided by CONTRACTOR prior to pick up by CONTRACTOR. Pharmaceutical containers must be labeled "Incinerate Only" on all sides and on top.

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

1. County shall pay an amount not to exceed $96,800 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following rates. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

| Service | Definition | Rate |
|---|---|---|
| Stop Charge[1] | Per Stop fee | $38.00 |
| | | |
| California AB 1807 Fee | Permit fee for offsite treatment of medical waste | $0.0127/lb |
| | | |
| 48 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 48 gallon biohazard tub. | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 44 gallon biohazard tub. | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb | Treatment fee for 20 gallon biohazard tub. | $27.00 |
| Overweight | Overweight biohazard tub. | $35.00 |
| | | |
| 2 Gal (Pharm) | Treatment fee for 2 Gallon Pharmaceutical container. | $40.00 |
| 3 Gal (Pharm) | Treatment fee for 3 Gallon Pharmaceutical container. | $45.00 |
| 8 Gal (Pharm) | Treatment fee for 8 Gallon Pharmaceutical container. | $65.00 |
| 12 Gal (Pharm) | Treatment fee for 12 Gallon Pharmaceutical container. | $80.00 |
| | | |
| 8 Gal (Trace Chemo) | Treatment fee for 8 Gallon Trace Chemo containers. | $33.75 |
| 18 Gal (Trace Chemo) | Treatment fee for 18 Gallon Trace Chemo containers. | $36.45 |
| | | |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 3 (8 or 18 gal) Haz Pharma Waste containers, for one time per year annual pickup | $62.10/mo |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 5 (8 or 18 gal) Haz Pharma Waste containers, for two times per year annual pickup. | $116.10/mo |
| 8 or 18 Gal (HDDS) | Each additional Pickup Fee after annual pickup allotment exceeded | $700.00 |

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| Product* | Definition | Rate |
|---|---|---|
| 48 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb[2] | Biohazard Waste Container | $25.00 |
| | | |
| 5.4 Qt Sharps (Bio) | Sharps Waste Container | $9.00 |
| | | |
| 8 Gal (Trace Chemo) | Trace Chemo container | $33.75 |
| 18 Gal (Trace Chemo) | Trace Chemo container | $36.45 |
| | | |
| 2 Gal PharmaSafety White | Pharmaceutical Waste Container | $18.21 |
| 3 Gal PharmaSafety White | Pharmaceutical Waste Container | $28.82 |
| 8 Gal PharmaSafety White | Pharmaceutical Waste Container | $35.75 |
| 12 Gal PharmaSafety White | Pharmaceutical Waste Container | $60.64 |
| | | |
| 8 or 18 Gal (HDDS) | Each additional Container Fee after annual allotment exceeded | $200.00 |

[1.] Laurel Pediatrics, Laurel Internal Medicine, Laurel Family Practice, Laurel Vista and Bienestar Natividad Medical Center shall be collectively charged as one Stop Charge.

[2.] Contractor shall not have extra charges for emergency pick-up for all clinic sites.

2. If CONTRACTOR fails to perform, and further fails to cure any such defect within the prescribed period, or refuses to perform any part of work required by the Agreement within the response time, the County may contract with another outside source and deduct all additional costs of any such work from the monthly amount due to the CONTRACTOR after first deducting the appropriate amount for the value of work originally not completed under the agreement.

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## B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

3. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

6. CONTRACTOR shall submit invoices itemizing each billed item to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

   For Account **6107859:**

   Mail delivery:

   Monterey County Health Department
   FQHC Clinics
   1441 Schilling Place- 1st Floor
   Salinas, CA 93901
   Attn: ACCOUNTING

   Email delivery:

   CS_Finance@co.monterey.ca.us

   For Account **6140604:**

   Mail delivery:
   Monterey County Health Department
   1270 Natividad Road
   Salinas, CA 93906
   Attn: ACCOUNTING

# COUNTY OF MONTEREY AGREEMENT FOR GOODS AND/OR SERVICES INVOLVING HAZARDOUS MATERIALS (NOT TO EXCEED $100,000)

This Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Stericycle, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
**Provide** retrieval and proper disposal of medical waste.

2. **HAZARDOUS MATERIALS:** CONTRACTOR shall comply with the Superfund Amendments and Reauthorization Act (SARA) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCL) while performing all services of this Agreement. CONTRACTOR shall be solely responsible for the transportation and disposal or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by the County while in transit or storage of services performed for this Agreement.

3. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $ 55,000.

4. **TERM OF AGREEMENT.**

4.01 The term of this Agreement is from July 1, 2018 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.02 The County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.

4.03 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.04 If the County exercises its option to extend, the parties shall mutually agree upon changes to rates, terms and conditions.

5. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit AScope of Services/Payment Provisions**
Exhibit B Business Associate Agreement

6. **PERFORMANCE STANDARDS.**

6.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

6.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

6.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

7. **PAYMENT CONDITIONS.**

7.01. Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

7.02. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

7.03 Invoice amounts shall be billed directly to the ordering department.

7.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. **INSURANCE.**

9.01. **Coverage Requirements.** Without limiting its Indemnities, CONTRACTOR will secure and maintain insurance coverage meeting requirements herein. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage Requirements set forth herein, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required herein, or the COUNTY'S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

9.02. CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented:

9.02a. "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 11/85 form, or a functional equivalent;

9.02b. All such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and

9.02c. All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the "County of Monterey, and its agents, officers, and/or employees".

9.03. CONTRACTOR further agrees that the **General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance** required herein shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that "the County of Monterey and its agents, officers, and employees" shall be entitled to a dollar-one defense and indemnity as additional insureds.

9.04. In addition, to the extent that **any primary or excess liability policy** issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides

coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

9.05. **General Liability Insurance** written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

9.05a. General Aggregate: ~~$6 million~~ **$2 Million**
9.05b. Products/Completion Operations Aggregate: ~~$6 million~~ $2 Million
9.05c. Personal and Advertising Injury: ~~$5 million~~ $1 Million
9.05d. Each Occurrence: ~~$5 million~~ $1 Million

x County EV
x CONTRACTOR JS 6/5/18

9.06. **Pollution Legal Liability Coverage** shall include any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities. Coverage shall be with limits of not less than the following: Each Occurrence:....~~$50 million.~~ $10 Million

EV
x County
x CONTRACTOR JS 6/5/18

9.07. **Automobile Liability Coverage** written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) shall include any deductibles or self-insured retentions; endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and covering all Vehicles (any auto). Coverage shall be with limits of not less than the following: Each Accident:....~~$10 million.~~ **$5 Million**

EV
x County
x CONTRACTOR JS 6/5/18

9.08. If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

9.09. **Workers' Compensation and Employers' Liability insurance** providing workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which CONTRACTOR is responsible, and Employers' Liability coverage with limits of not less than the following:

9.09a. Each accident: $1 million
9.09b. Disease - policy limit: $1 million
9.09c. Disease - each employee: $1 million

~~9.10. **Blanket Crime Coverage** shall cover losses of Customer service charges received from Customers and held by Contractor prior to remittance of Contractor~~

~~payment obligations therefrom to County, with the County to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected. If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement. Coverage shall be with limits of not less than the following: Incidents of Employee Theft:...$25 million.~~ N/A

EV

x County

JS 6/5/18

x CONTRACTOF

10. **RECORDS AND CONFIDENTIALITY.**

10.01. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.02. Access to and Audit of Records. The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services and their performance under this Agreement during the term of the Agreement and for a period up to three years after the termination or expiration and final payment under the Agreement. Pursuant to Government Code section 8546.7 or otherwise, this Agreement may be subject, at the request of the County or as part of any audit of the County, to an examination and audit pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

13. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| FOR COUNTY: | FOR CONTRACTOR: |
|---|---|
| Elsa Jimenez, Director of Health | Joe Sagala |
| Name and Title | Name and Title |
| 1270 Natividad Rd, Salinas, CA 93906 | 4010 Commercial Ave, Northbrook, IL 60062 |
| Address | Address |
| (831) 755-4526 | 866-338-5120 |
| Phone/Fax | Phone/Fax |
| | |
| Email | Email |

14. **MISCELLANEOUS PROVISIONS.**

14.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

14.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

14.03 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

14.04 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

14.05 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

14.06 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

14.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

14.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

14.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California with venue and jurisdiction being the County of Monterey.

14.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

14.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

14.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

14.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

14.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

14.16 Severability. If any provision or any portion of any provision of this Agreement becomes invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: _____
Contracts/Purchasing Officer

Date: _____

BY: for
Director Health

Date 07/02/2018

Approved as to Form

By: _____
Deputy County Counsel[1]

Date: 6/7/18

Approved as to Fiscal Provisions

By: _____
Deputy Auditor/Controller[2]

Date: 6.8.18

Approved as to Liability Provisions

By: _____
Risk Management[3]

Date: _____

**CONTRACTOR**

Stericycle, Inc.
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Joe Sagala Government Specialist
Name and Title

Date: 6/5/18

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Mike Scherr Government Support
Name and Title

Date: 6-5-18

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is required

**ADDENDUM**
to Agreement by and between
County of Monterey, a political subdivision of the State of California, hereinafter "County"
AND
Stericycle, Inc., hereinafter referred to as "CONTRACTOR"

The County of Monterey Standard Agreement shall be modified as follows:

Section 9, Insurance Requirements, of this Agreement shall be modified as follows:

1. Section 9.05 General Liability Insurance limits shall be modified as follows:

    9.05a General Aggregate: $2 million
    9.05b. Products/Completion Operations Aggregate: $2 million
    9.05c. Personal and Advertising Injury: $1 million
    9.05d. Each Occurrence: $1 million

2. Section 9.06 Pollution Legal Liability Coverage limits shall be modified as follows: $10 million.

3. Section 9.07 Automobile Liability Coverage limits shall be modified as follows: $5 million.

4. Section 9.09 Workers' Compensation and Employers' Liability insurance shall be modified as follows:

    9.10 Blanket Crime Coverage shall be deleted in its entirety.

Except as provided herein, all remaining terms and conditions and provisions of the Agreement are unchanged and unaffected by this ADDENDUM and shall continue in full force and in effect as set forth in this Agreement.

**EXHIBIT A**
**To Agreement by and between**
**County of Monterey, hereinafter referred to as "County"**
**AND**
**Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES / PAYMENT PROVISIONS**

## A. SCOPE OF SERVICES

**A.1.** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR shall provide **biohazard waste** disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to:

| | | |
|---|---|---|
| 6107859<br>Site ID: 001 | Laurel Health Clinics<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | Weekly |
| 6107859<br>Site ID: 002 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Bi-Weekly |
| 6107859<br>Site ID: 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Weekly |
| 6107859<br>Site ID: 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Bi-Weekly |
| 6107859<br>Site ID: 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Bi-Weekly |
| 6107859<br>Site ID: 007 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 200, Suite 101<br>Salinas, CA 93906 | Weekly |
| 6107859<br>Site ID: 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | Weekly |
| 6140604<br>Site ID: 001 | Monterey County Health Dept<br>1200 Aguajito Road, Room 13<br>Monterey, CA 93940 | As Needed |
| 6140604<br>Site ID: 002 | Monterey County Health Dept<br>1270 Natividad Road, Room 216<br>Salinas, CA 93906 | As Needed |

CONTRACTOR shall provide **pharmaceutical waste** disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Account Number | Clinic | Size | Frequency |
|---|---|---|---|
| 6107859<br>Site ID: 001 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 400<br>Salinas, CA 93906 | 8 gallons | Every 4 weeks |
| 6107859<br>Site ID: 002 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | 3 gallons | Every 4 weeks |
| 6107859<br>Site ID: 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 2 gallons | Every 4 weeks |
| 6107859<br>Site ID: 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 3 gallons | Every 4 weeks |
| 6107859<br>Site ID: 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | 3 gallons | Every 8 weeks |
| 6107859<br>Site ID: 007 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 200<br>Salinas, CA 93906 | 8 gallons | Every 4 weeks |
| 6107859<br>Site ID: 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | 8 gallons | Every 4 weeks |
| 6140604<br>Site ID: 001 | Monterey County Health Dept<br>1200 Aguajito Road,<br>Room 13<br>Monterey, CA 93940 | 3 gallons | Qtly |
| 6140604<br>Site ID: 002 | Monterey County Health Dept<br>1270 Natividad Road,<br>Room 216<br>Salinas, CA 93906 | 3 gallons | Qtly |

CONTRACTOR shall provide **trace chemo** disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Account Number | Clinic | Size | Frequency |
|---|---|---|---|
| 6107859<br>Site ID: 001 | Laurel Health Clinics<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 6107859<br>Site ID: 002 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | TBD | As Needed |
| 6107859<br>Site ID: 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 6107859<br>Site ID: 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 8 gallons | As Needed |
| 6107859<br>Site ID: 006 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | TBD | As Needed |
| 6107859<br>Site ID: 007 | Laurel Health Clinics<br>1441 Constitution Blvd., Building 200B<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 6107859<br>Site ID: 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 6140604<br>Site ID: 001 | Monterey County Health Dept<br>1200 Aguajito Road, Room 13<br>Monterey, CA 93940 | TBD | As Needed |
| 6140604<br>Site ID: 002 | Monterey County Health Dept<br>1270 Natividad Road, Room 216<br>Salinas, CA 93906 | TBD | As Needed |

CONTRACTOR shall provide full **hazardous pharmaceutical waste disposal services (HDDS)** on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Account Number | Clinic | Annual Containers (8 or 18 Gal.) | Frequency (Stops x Year) |
|---|---|---|---|
| 6107859<br>Site ID: 001 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 400<br>Salinas, CA 93906 | 5 | 2 x Per Year |
| 6107859<br>Site ID: 002 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | 5 | 2 x Per Year |
| 6107859<br>Site ID: 004 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 3 | 1 x Per Year |
| 6107859<br>Site ID: 005 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 3 | 1 x Per Year |
| 6107859<br>Site ID: 006 | Monterey County Integrated<br>Health Clinic<br>299 12th Street<br>Marina, CA 93933 | 3 | 1 x Per Year |
| 6107859<br>Site ID: 007 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 200<br>Salinas, CA 93906 | 3 | 1 x Per Year |
| 6107859<br>Site ID: 010 | Laurel Health Clinics<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | 3 | 1 x Per Year |

## A.2 CONTRACTOR AGREES TO THE FOLLOWING

1. To provide services in compliance with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period, including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
2. To deliver replacement containers at the following sites and frequencies, unless otherwise mutually agreed upon. CONTRACTOR shall provide replacement containers for ones to be treated at no cost to the County. Container prices listed in the Payment Provisions are only for extra containers, as requested by County.

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

1. County shall pay an amount not to exceed $55,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following rates. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

2. If CONTRACTOR fails or refuses to perform any part of work required by the Agreement within the response time, the County may contract with another outside source and deduct all additional costs of any such work from the monthly amount due to the CONTRACTOR after first deducting the appropriate amount for the value of work originally not completed under the agreement.

### B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

3. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

4. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. CONTRACTOR shall submit invoices itemizing each billed item to the following mail or
6. e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

For Account **6107859:**

Mail delivery:

Monterey County Health Department
FQHC Look-Alike Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@co.monterey.ca.us

For Account **6140604:**

Mail delivery:

Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
Attn: ACCOUNTING

| Service | Definition | Rate |
|---|---|---|
| Stop Charge[1] | Per Stop fee | $38.00 |
| | | |
| California AB 1807 Fee | Permit fee for offsite treatment of medical waste | $0.0127/lb |
| | | |
| 48 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 48 gallon biohazard tub. | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 44 gallon biohazard tub. | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb | Treatment fee for 20 gallon biohazard tub. | $27.00 |
| Overweight | Overweight biohazard tub. | $35.00 |
| | | |
| 2 Gal (Pharm) | Treatment fee for 2 Gallon Pharmaceutical container. | $40.00 |
| 3 Gal (Pharm) | Treatment fee for 3 Gallon Pharmaceutical container. | $45.00 |
| 8 Gal (Pharm) | Treatment fee for 8 Gallon Pharmaceutical container. | $65.00 |
| 12 Gal (Pharm) | Treatment fee for 12 Gallon Pharmaceutical container. | $80.00 |
| | | |
| 8 Gal (Trace Chemo) | Treatment fee for 8 Gallon Trace Chemo containers. | $33.75 |
| 18 Gal (Trace Chemo) | Treatment fee for 18 Gallon Trace Chemo containers. | $36.45 |
| | | |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 3 (8 or 18 gal) Haz Pharma Waste containers, for one time per year annual pickup | $62.10/mo |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 5 (8 or 18 gal) Haz Pharma Waste containers, for two times per year annual pickup. | $116.10/mo |
| 8 or 18 Gal (HDDS) | Each additional Pickup Fee after annual pickup allotment exceeded | $700.00 |

| Product | Definition | Rate |
|---|---|---|
| 48 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb[2] | Biohazard Waste Container | $25.00 |
| | | |
| 5.4 Qt Sharps (Bio) | Sharps Waste Container | $9.00 |
| | | |
| 8 Gal (Trace Chemo) | Trace Chemo container | $33.75 |
| 18 Gal (Trace Chemo) | Trace Chemo container | $36.45 |
| | | |
| 2 Gal PharmaSafety White | Pharmaceutical Waste Container | $18.21 |
| 3 Gal PharmaSafety White | Pharmaceutical Waste Container | $28.82 |
| 8 Gal PharmaSafety White | Pharmaceutical Waste Container | $35.75 |
| 12 Gal PharmaSafety White | Pharmaceutical Waste Container | $60.64 |
| | | |
| 8 or 18 Gal (HDDS) | Each additional Container Fee after annual allotment exceeded | $200.00 |

*Contractor shall provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment.

[1] Laurel Pediatrics, Laurel Internal Medicine, Laurel Family Practice, Laurel Vista and Bienestar Natividad Medical Center shall be collectively charged as one trip.

[2] Contractor shall not have extra charges for emergency pick-up for all clinic sites.

EXHIBIT B

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective July 1, 2018 ("Effective Date"), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department ("Covered Entity") and Stericyle, Inc., ("Business Associate") (each a "Party" and collectively the "Parties").

Business Associate provides certain services for Covered Entity ("Services") that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity ("PHI"). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the "Privacy Rule"), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the "Security Rule"), under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations ("HITECH"). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* ("CMIA"), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules"). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI"), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

## 1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

## 2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

## 3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents

agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## 4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

## 5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Notices required under this agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addreses listed below:

| **For County:** | **For Contractor:** |
|---|---|
| Elsa Jimenez, Director of Health | Joe Sagala |
| 1270 Natividad Rd. Salinas, CA 93906 | 4010 Commercial Ave. Northbrook, Il 60062 |
| (831) 755-4526 | (866) 338-5120 |

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

| ***COUNTY OF MONTEREY, ON BEHALF OF THE HEALTH DEPARTMENT*** | ***STERICYCLE, INC.*** |
|---|---|
| By: _____ | By: _____ |
| Print Name: Ezequiel Vega | Print Name: Joe Sagala |
| Print Title: Assistant Director Health | Print Title: Government Specialist |
| Date: 09/27/2018 | Date: 6/5/18 |

**Introduced:** 9/16/2025

**Current Status:** Health Department - Consent

**Version:** 1

**Matter Type:** BoS Agreement

a. Ratify the execution by the Director of Health Services of a non-standard Agreement with Internet Collaborative Information Management Systems, "iCIMS" for the provision of automated online employment reference checks in the amount of $52,186 for a term of September 18, 2025 through September 17, 2028;
b. Approve the recommendation of the Director of Health Services to accept all non-standard provisions in Agreement; and
c. Approve and authorize the Director of Health Services or designee to execute up to three future amendments to this Agreement where the amendments do not exceed 10% ($5,219) of the original Agreement amount, do not significantly change the scope of work, and the total Agreement amount does not exceed the maximum of $57,405.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Ratify the execution by the Director of Health Services of a non-standard Agreement with Internet Collaborative Information Management Systems, "iCIMS" for the provision of automated online employment reference checks in the amount of $52,186 for a term of September 18, 2025 through September 17, 2028;
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SUMMARY/DISCUSSION:

The County of Monterey Health Department (MCHD) has been successfully using iCIMS (previously known as SkillSurvey Inc. (SkillSurvey)) since 2013. iCIMS provides an automated online hiring reference check tool that has assisted MCHD Human Resources professionals with the ability to work with job candidates for a timely completion of the reference check process and provide hiring managers with a comprehensive candidate report to evaluate the candidates being considered.

The Agreement contains non-standard provisions including payment provisions where each annual payment is due at the beginning of the annual term. Due to the successful use of the service since 2013, MCHD recommends the approval of these non-standard terms.

The online employment reference check services are essential to MCHD for ensuring quality and transparent hiring. iCIMS declined to amend, extend, or make exceptions to the recently acquired Skill Survey terms and conditions set to expire September 17, 2025, and advised that all services would be discontinued without a new iCIMS contract in place. Prolonged and intricate negotiations between both parties' legal teams over several months delayed the process, which ultimately required the contract to be executed prior to seeking Board approval in order to prevent disruption of services.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed and approved this Agreement as to legal form. The Office of the Auditor-Controller has reviewed the Agreement but does not agree to the non-standard payment provisions.

FINANCING:
There are sufficient appropriations in the Health Department's FY 2025-26 Adopted Budget for Administration (HEA014-8438). Appropriations for future years will be included in the respective FY's Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Cindy Girard-Berry, Departmental HR Manager, 755-4547

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Non-Standard Subscription Agreement and Order Form

**Introduced:** 9/16/2025

**Current Status:** Health Department - Consent

**Version:** 1

**Matter Type:** BoS Agreement

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The Agreement contains non-standard provisions including payment provisions where each annual payment is due at the beginning of the annual term. Due to the successful use of the service since 2013, MCHD recommends the approval of these non-standard terms.

The online employment reference check services are essential to MCHD for ensuring quality and transparent hiring. iCIMS declined to amend, extend, or make exceptions to the recently acquired Skill Survey terms and conditions set to expire September 17, 2025, and advised that all services would be discontinued without a new iCIMS contract in place. Prolonged and intricate negotiations between both parties' legal teams over several months delayed the process, which ultimately required the contract to be executed prior to seeking Board approval in order to prevent disruption of services.

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): While this work is not directly in support of a Health Department strategic goal, it is in support of one or more of the ten essential public health services, specifically: 8. Assure competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed and approved this Agreement as to legal form. The Office of the Auditor-Controller has reviewed the Agreement but does not agree to the non-standard payment provisions.

FINANCING:
There are sufficient appropriations in the Health Department's FY 2025-26 Adopted Budget for Administration (HEA014-8438). Appropriations for future years will be included in the respective FY's Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Cindy Girard-Berry, Departmental HR Manager, 755-4547
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Non-Standard Subscription Agreement and Order Form

# County of Monterey, on behalf of Monterey County Health Department
# Renewal Order Form

## CONTACT INFORMATION

| | | | |
|---|---|---|---|
| **Sold To Company:** | County of Monterey, on behalf of Monterey County Health Department | **Sales Representative:** | Jacquelyn Gourley |
| **Bill To Address:** | 1270 Natividad Road<br>Salinas, California 93906 | **Sold To Address:** | 1270 Natividad Road<br>Salinas, California 93906 |
| **Bill To Contact:** | Juanita Sanders | **Primary Contact:** | Cindy Girard-Berry |
| **Bill To Email:** | hdadminfinance@countyofmonterey.gov | **Primary Contact Email:** | berryc@countyofmonterey.gov |
| **Bill To Phone:** | 831-796-1250 | **Primary Contact Phone:** | (831) 755-5115 |

## SUBSCRIPTION DETAILS

**Subscription Period**: 36 Months
**Subscription Start Date**: September 18, 2025
**Subscription End Date**: September 17, 2028
**Effective Date**: Last Date of Signature

**Total Subscription Fees:** USD 52,186.05

**Currency:** USD

| Recurring Subscriptions | | | | Total: USD 52,186.05 |
|---|---|---|---|---|
| **Name** | **Description** | **Employee Footprint** | **Quantity** | **Subtotal** |
| **iCIMS Talent Cloud (Legacy)** | | - | - | **USD 52,186.05** |
| **Other Products** | | | | |
| SkillSurvey Reference | Automated reference checking with job-specific surveys and predictive analytics. Subscriber's use of this product is governed by the SkillSurvey Addendum available at www.icims.com/gc as of the date hereof, which is incorporated into the Subscription Agreement. | 1023 | 1 | - |

*For more information on iCIMS solutions, visit https://community.icims.com/s/article/Introduction-to-iCIMS-Solutions*

| Included Benefits | Total: Included |
|---|---|
| **iCIMS Support Services** | Digital chat and case support for designated System Administrators through the iCIMS Community, as further detailed in our Support & Maintenance Policy available at www.icims.com/gc. |
| **iCIMS Training Resources** | Access to iCIMS Academy and Knowledge-Base Resources though the iCIMS Community. |
| **Subscription Updates** | Ongoing Updates to the Subscription defined in iCIMS' Support & Maintenance Policy available at www.icims.com/gc. No additional fees apply to new iCIMS platform versions. |

**Total Contract Value:** USD 52,186.05

| SUMMARY OF SUBSCRIPTION FEES | | | | |
|---|---|---|---|---|
| **Start Date** | **End Date** | **Amount** | **Billing Frequency** | **Payment Terms** |
| September 18, 2025 | September 17, 2026 | USD 17,395.35 | Annual | Net 90 |
| September 18, 2026 | September 17, 2027 | USD 17,395.35 | Annual | Net 90 |
| September 18, 2027 | September 17, 2028 | USD 17,395.35 | Annual | Net 90 |

All recurring Subscription fees shall begin on the Subscription Start Date, are invoiced in advance per the Billing Frequency as set forth above and are payable in accordance with the Net Payment Terms above.

## ADDITIONAL CONTRACT TERMS

Prices are good through September 17, 2025.

Subscriber's use of any artificial intelligence in the Subscription is governed by the Artificial Intelligence Addendum available at www.icims.com/gc, which is incorporated into the Subscription Agreement.

This order form does not contain any iCIMS-delivered professional services. Any implementation services or professional services that may be required will only be performed in the case of a separate Statement of Work between the Subscriber and iCIMS or the Subscriber and an approved third-party implementation partner.

## SIGNATURES

The parties by their authorized representatives execute this Order Form and make it a part of the Subscription Agreement between the parties, the terms of which are attached hereto as of the date hereof. By remitting this signed Order Form back to iCIMS, Subscriber acknowledges that it has read and understood the Subscription Agreement and agrees to be bound by the terms and conditions set forth therein. Further, each party warrants that its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute the Order Form and the Subscription Agreement on behalf of such party effective as of the effective date above.

**iCIMS, Inc.**

**Signature:** Signed by: Daniel Atkins 5E83D9B3E702457...

**Name:** Daniel Atkins

**Title:** VP Revenue Operations

**Date:** 9/15/2025 | 10:01:07 AM EDT

***GCO Initial:*** Initial GCO ***Date:*** 9/15/2025 | 9:07:15 AM EDT

**Subscriber: County of Monterey, on behalf of Monterey County Health Department**

**Signature:** DocuSigned by: C7A30BA59CA8423...

**Name:** Elsa Jimenez

**Title:** Director of Health Services

**Date:** 9/12/2025 | 12:55 PM PDT

Approved as to Form:
DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Stacy Saetta
Chief Deputy County Counsel
9/12/2025 | 3:56 PM PDT

Docusign Envelope ID: C3ED40A3-0AB3-4F02-B23F-41E897506B9E

**SUBSCRIPTION AGREEMENT**

**PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY. BY SIGNING AN ORDER FORM REFERENCING THIS SUBSCRIPTION AGREEMENT, CLICKING ON THE "I AGREE" BUTTON, OR USING THE SUBSCRIPTION OR SERVICES DESCRIBED IN THE SUBSCRIPTION AGREEMENT, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS SUBSCRIPTION AGREEMENT.**

iCIMS, Inc. ("**iCIMS**") and the subscriber identified in the applicable Order Form ("**Subscriber**") enter into and agree to be bound by this Subscription Agreement (the "**Agreement**").

**1. DEFINITIONS**

1.1 The capitalized terms below shall have the following meanings for purposes of this Agreement:

1.2 "**Affiliate**" of a Party means an entity that directly or indirectly controls, is controlled by, or is under common control with that Party, in each case through majority voting power.

1.3 "**Artificial Intelligence Addendum**" means the Artificial Intelligence Addendum that may be accessed through https://www.icims.com/gc.

1.4 "**Candidate**" means any person who directly or indirectly (including by someone on their behalf) enters into the Subscription, a job application or other information related to a job opportunity or for inclusion in a talent pool with Subscriber or its Affiliate.

1.5 "**Data Processing Addendum"** means the Data Processing Addendum that may be accessed through https://www.icims.com/gc.

1.6 "**Documentation**" means the information denoted as such that may be accessed at https://care.icims.com/s/, and which includes release notes and articles that describe the functionality and features of the Subscription provided by iCIMS.

1.7 "**iCIMS Content**" means the forms, content samples, reports, and other similar support and informational materials provided by iCIMS for use in connection with the Subscription, as may be modified from time to time by iCIMS, excluding any Documentation.

1.8 "**Order Form**" means an order form signed by Subscriber and iCIMS and expressly designated as an "Order Form," including the first Order Form and any renewal or other Order Form.

1.9 "**Party**" means iCIMS or Subscriber, and collectively, the "Parties".

1.10 "**Subscription**" means the iCIMS-hosted software components set forth in an Order Form.

1.11 "**Subscriber Data**" as used in this Agreement means the electronic data and files entered, imported, uploaded or transferred into the Subscription by Subscriber, its Affiliate, a User, or a Candidate, excluding any iCIMS Content.

1.12 **"Subscriber Data Security Addendum**" means the Subscriber Data Security Addendum that may be accessed through https://www.icims.com/gc.

1.13 "**Support & Maintenance Policy**" means the Support & Maintenance Policy that may be accessed at https://www.icims.com/gc.

1.14 "**User**" means Subscriber's or its Affiliate's employee, contractor or agent authorized by Subscriber or its Affiliate to use the Subscription.

**2. SUBSCRIPTION AND OTHER PRODUCTS AND SERVICES**

2.1 **Subscription and iCIMS Content.** Subject to the terms and conditions set forth in this Agreement, Subscriber may use the Subscription solely for Subscriber's and its Affiliate's own pre-employment and employment purposes, and use the Documentation and iCIMS Content solely to support use of the Subscription under this Agreement. Subscriber may allow its Affiliates and Users to use the Subscription, Documentation and iCIMS Content subject to the same terms and conditions of this Agreement as are applicable to use by Subscriber. Subscriber shall remain fully responsible and liable for the acts and omissions of its Affiliates and Users.

2.2 **iCIMS Services.** iCIMS shall host, support and maintain the Subscription in accordance with the Support & Maintenance Policy. Updates as defined in the Support & Maintenance Policy are deemed part of the Subscription. iCIMS also shall deliver the implementation, training, consulting and other services set forth in an applicable Order Form.

2.3 **Third-Party Products and Services.** Subscriber may use, or iCIMS may enable or allow access to products, services and web sites provided by other persons or entities, including the products and services available through the iCIMS' Marketplace and other third-party web sites, products and services (each, a "**Third-Party Product**"). Subscriber is solely responsible for entering into and complying with any contractual agreement or other terms and conditions that are required by the provider of any Third-Party Product. iCIMS does not make any representation regarding any Third-Party Product. iCIMS shall have no obligation or liability relating to any Third-Party Product. Except as expressly set forth in an addendum to this Agreement, iCIMS' sole responsibility for any integration or other link or connection to a Third-Party Product identified in an Order Form is to make the Subscription available to receive and send data between the Subscription and the Third-Party Product in accordance with the Documentation, subject to the usage and other limitations set forth in an Order Form, the Documentation, or an addendum to this Agreement.

**3. SUBSCRIBER RESPONSIBILITIES**

3.1 **Equipment and Resources.** Subscriber is solely responsible for any travel, accommodations, computer equipment, telecommunications, and expenses required for Subscriber or its Users to access or use the Subscription.

3.2 **Subscriber Use.**

(a) **Configuration and Use.** Subscriber is solely responsible for any configuration of the Subscription, and any electronic forms, materials, communications, content and processes selected by or provided by Subscriber or its Affiliate or User for use in or in connection with the Subscription. Subscriber may not allow any person or entity to use or access the Subscription, Documentation, or iCIMS Content except its Affiliates, Users, and Candidates. Use of the Subscription, Documentation, and iCIMS Content under this Agreement is limited to authorized Users only, and other limitations set forth in the applicable Order Form or Documentation. Subscriber acknowledges and agrees that any output, recommendation, suggestion, explanation, or analysis provided by the Subscription is for informational purposes only. Subscriber is solely responsible for any use of the Subscription by Subscriber or its Affiliate or User, including any recruiting, hiring or employment-related process, action or decision, and shall ensure that use of the Subscription, and any processes, actions or decisions do not violate any law or regulation. Subject to iCIMS' compliance with Section 4 of this Agreement, Subscriber is solely responsible for and shall ensure that the import, uploading, use, and/or disclosure of any Subscriber Data in accordance with this Agreement complies with applicable laws and regulations, including any required permissions, licenses, notices or consents.

(b) **Acceptable Use Policy.** Subscriber and its Affiliates and Users shall comply with iCIMS' Acceptable Use Policy that may be accessed at https://www.icims.com/gc, and shall not authorize its Candidates to violate the Acceptable Use Policy.

3.3 **Certification.** Upon reasonable belief that Subscriber has violated this Agreement, with prior written notice from iCIMS, Subscriber shall provide to iCIMS or its representatives access to any information reasonably necessary for iCIMS to verify Subscriber's compliance with the applicable provisions of this Agreement

**4. SUBSCRIBER DATA**

4.1 **Data Protection.** iCIMS shall maintain administrative, physical and technical safeguards intended to protect the security, privacy and integrity of Subscriber Data as set forth in the Data Processing Addendum and Subscriber Data Security Addendum. iCIMS may update the Subscriber Data Security Addendum from time to time in accordance with Section 13.8, provided however iCIMS shall not make changes to the Subscriber Data Security Addendum that materially diminish the protections for Subscriber Data set forth therein. iCIMS in its discretion also may maintain supplemental or additional safeguards.

4.2 **Data Use and Disclosure.** iCIMS and its Affiliates may use Subscriber Data only for the purpose of providing and improving the Subscription and related offerings, or as otherwise set forth in this Agreement. iCIMS may disclose Subscriber Data to its contractor under a written agreement requiring the contractor to use and disclose the Subscriber Data only for the purposes permitted under this Agreement, and subject to the Subscriber Data Security Addendum. iCIMS also may disclose Subscriber Data to Subscriber's and its Affiliate's contractors, providers of Third-Party Products, and other third parties, only for purposes of providing the Subscription or as otherwise directed or permitted by Subscriber or its Affiliate or User. Notwithstanding anything to the contrary in this Agreement:

(a) iCIMS may use and disclose Subscriber Data as reasonably necessary to comply with applicable laws and regulations, cooperate with law enforcement agencies, or attempt to prevent or respond to illegal conduct, fraud, abuse, or a threat to the security or integrity of systems or data including the Subscription or Subscriber Data.

(b) iCIMS may derive or create benchmarking, transactional, or performance information, and other forms of statistics or analytics on an aggregated basis that may not reasonably be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate (collectively, "**Analytics**"). iCIMS shall maintain policies and procedures, which may include de-identification, aggregation or other steps, reasonably necessary to prevent Analytics from including information that may be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate.

(c) Nothing in this Agreement prohibits iCIMS from using Subscriber Data or the same or similar information that: (i) is or becomes publicly available except through violation of this Agreement by iCIMS; (ii) is or was received by iCIMS from a third party that to iCIMS' knowledge is not under a confidentiality obligation with respect to the Subscriber Data; or (iii) is or was previously known to or independently developed by iCIMS without use of the Subscriber Data.

4.3 **Artificial Intelligence.** Certain features or components of the Subscription use artificial intelligence. The use of such artificial intelligence features are governed by the terms set forth in the Artificial Intelligence Addendum.

4.4 **Data Access and Storage.** During the Subscription Period set forth in an applicable Order Form, Subscriber may access and download the Subscriber Data in accordance with the Documentation, and iCIMS will provide backups of Subscriber Data if requested and as further agreed by the Parties in writing, including payment of fees for data backups. Backups will be transferred to a secure ftp site or Subscriber hosted ftp site, or in such other manner as is agreed by the Parties. In addition, upon written request by Subscriber no more than ten (10) days following the expiration or termination of this Agreement and payment of all outstanding amounts due under the Agreement, iCIMS shall promptly deliver a copy of the Subscriber Data to an iCIMS secure ftp site or Subscriber-hosted ftp site. iCIMS shall dispose of the Subscriber Data in accordance with the Data Processing Addendum and Subscriber Data Security Addendum.

4.5 **Compliance.** Without limiting Subscriber's obligations in Section 3.2, iCIMS shall comply with all laws applicable to iCIMS.

**5. PAYMENT**

5.1 **Fees and Expenses.** Upon signing an Order Form, Subscriber shall pay the total one-time fees set forth in such Order Form. Unless otherwise set forth in the applicable Order Form, iCIMS will invoice recurring fees in advance, on an annual basis, payable within thirty (30) days of delivery of an invoice. Except as otherwise provided herein, all fees paid under this Agreement are non-refundable.

5.2 **Taxes and Surcharges.** Subscriber shall be solely responsible for paying any sales, value-added, business use or other similar taxes, third-party fees, charges, or surcharges, including fees related to Subscriber's use of text and SMS messages, relating to, imposed on, or associated with Subscriber's use of the Subscription or any other product or service provided by iCIMS (collectively, "**Taxes**"), exclusive of iCIMS' income taxes. The fees listed in an Order Form are exclusive of Taxes, and iCIMS shall have the right to invoice Taxes together with or separately from the fees payable by Subscriber. Notwithstanding the foregoing, if Subscriber provides iCIMS with a certificate regarding the tax status of Subscriber certifying that Subscriber has received a ruling or determination letter(s) from the relevant tax authorities stating that it qualifies as an organization exempt from state and local sales and similar taxes, then Subscriber shall not be required to pay to or reimburse iCIMS for such taxes for so long as Subscriber maintains such qualification.

5.3 **Purchase Orders.** Any terms or conditions in any purchase order, online payment or vendor portal, or other document issued by Subscriber are void and of no force or effect as between Subscriber and iCIMS. Issuance of a purchase order or other document is not a condition of Subscriber's payment obligations.

5.4 **Overdue Payments.** iCIMS may suspend access and use of the Subscription by Subscriber and its Affiliates and Users, if Subscriber fails to make timely payment within fifteen (15) days of iCIMS providing written notice of late payment.

5.5 **Invoice Disputes.** Any invoice must be disputed prior to when it is due. If within that period Subscriber delivers written notice disputing an invoiced amount and describing the basis for dispute with reasonable particularity, the Parties shall make a good faith effort to confer and resolve the dispute within thirty (30) days of delivery of Subscriber's notice. If Subscriber has paid all undisputed amounts, and engages in good faith negotiations, iCIMS' rights under this Agreement to suspend access to the Subscription and terminate the Agreement for material breach based on non-payment of the disputed payment, shall be suspended during that thirty (30) day period.

**6. TERM AND TERMINATION**

6.1 **Subscription Period.** The Subscription Period under each Order Form begins on the Subscription Start Date (as defined in the applicable Order Form) and ends upon the expiration of the Subscription Period as set forth in the applicable Order Form. Except as otherwise specified in an Order Form, upon expiration of the Subscription Period under an Order Form, Subscriber's right to access and use the Subscription pursuant to that Order Form expires.

iCIMS may require the Subscription Period under any subsequent Order Form to end on the same date as the Subscription Period under the first Order Form (or subsequent renewal), so that all Subscription Periods share the same expiration date, and in such event iCIMS will prorate the fees for the Subscription Period of each Order Form accordingly.

6.2 **Term.** The term of this Agreement (the "**Term**") commences on the last date of signature of the first Order Form and shall remain in effect until the Subscription Periods on all Order Forms have expired or the date of termination of this Agreement under its terms, whichever is earlier.

6.3 **Termination for Cause**.

(a) Either Party (the "**Non-Breaching Party**") may terminate this Agreement upon written notice to the other Party (the "**Breaching Party**") if the Breaching Party does not cure its material breach of the Agreement within thirty (30) days of written notice from the Non-Breaching Party stating its intent to terminate and describing the breach with reasonable particularity. Nonpayment by Subscriber of any amount within thirty (30) days of the due date constitutes material breach, subject to the overdue payment resolution procedures set forth in Section 5.5 above. Reference to the unpaid amount and invoice constitutes sufficiently reasonable particularity for the notice of breach.

(b) iCIMS may terminate this Agreement upon written notice in the event of filing of a petition in bankruptcy of Subscriber, or commencement of a receivership or similar proceeding based on the insolvency of Subscriber.

(c) Termination by iCIMS for material breach will not relieve Subscriber of its obligation to pay all fees that would have otherwise been due had the Agreement not been terminated for breach, and all such fees shall become immediately due.

6.4 **Effect of Termination.** Upon termination or expiration of this Agreement, all rights and licenses granted by a Party under the Agreement immediately terminate, and Subscriber and its Affiliates and Users shall immediately cease use of the Subscription, Documentation, and iCIMS Content. Termination by either Party will not relieve Subscriber of any obligation to pay fees due for periods prior to termination. iCIMS may provide post-termination or expiration assistance services as further agreed by the Parties in writing, including the fees payable for such assistance. Notwithstanding this Section 6.4, iCIMS may continue to use the Subscriber IP (as defined below) to satisfy its post-termination or expiration obligations (e.g., litigation hold purposes, audit purposes) or as otherwise set forth in this Agreement or the Data Processing Addendum and Subscriber Data Security Addendum. Sections 6.4, 8.1, 8.2, 10, 11 and the provisions of Section 13 that by their terms naturally survive shall survive expiration or termination of the Agreement. The Receiving Party's obligations under Section 7 of this Agreement with respect to Confidential Information received during the Term shall survive: (i) with respect to Confidential Information that constitutes a trade secret of the Disclosing Party, as long as that Confidential Information remains a trade secret; and (ii) with respect to all other Confidential Information, for a period of five (5) years after the expiration or termination of the Agreement.

6.5 **Subscriber Contingent Funding and Termination Rights**. In the event that no funds or insufficient funds are appropriated by the applicable country for the purchase of the Subscription, and Subscriber is unable to fulfil their future payment obligations under this Agreement, Subscriber shall notify iCIMS in writing of such lack of funding no later than August 1st of the applicable year. Upon notification, the parties agree that this Agreement shall thereafter terminate on the date in which Subscriber has paid up until. In the event of such termination, upon written request by iCIMS, Subscriber shall provide a letter by its Budget Director, or equivalent, certifying that no funds or insufficient funds have been appropriated by the applicable county for the Subscription provided under this Agreement.

## 7. CONFIDENTIAL INFORMATION

7.1 **Confidential Information Defined.** "**Confidential Information**" as used in this Agreement means any information that during the Term is disclosed by or on behalf of a Party or its Affiliate (the "**Disclosing Party**") to the other Party or its Affiliate (the "**Receiving Party**") and at the time of disclosure: (i) is designated in writing as confidential or proprietary; (ii) is designated orally as confidential or proprietary, and embodied by the Disclosing Party in written or other tangible form, including meeting minutes, memos, diagrams, flow charts, and software; or (iii) should reasonably be understood by the Receiving Party to be confidential to the Disclosing Party under the circumstances. Notwithstanding the absence of any designation of confidentiality, the Parties agree that: (a) any Order Form non-public Documentation, iCIMS Content, specifications regarding the Subscription or its functionality, and Analytics are the Confidential Information of iCIMS; and (b) without limiting any of the rights in Section 4.2, any Subscriber Data is the Confidential Information of Subscriber, subject to the exceptions in Section 7.3 below.

7.2 **Obligations.** Except as approved by the Disclosing Party in writing, the Receiving Party shall not: (i) use the Confidential Information of the Disclosing Party except to perform or exercise its rights and obligations under this Agreement; or (ii) disclose the Confidential Information of the Disclosing Party to any third party except to the Receiving Party's Affiliates, contractors, agents, or corporate directors or officers (each, a **"Representative**") who are under a duty in substance and effect to use and disclose the Confidential Information only as permitted under this Agreement. The Receiving Party shall be responsible for any use by its Representative of the Confidential Information it discloses to its Representative. Upon termination of the Agreement, each Party shall cease use of, and within thirty (30) days of termination shall destroy or return, all Confidential Information of the other Party, except that: (a) iCIMS may retain Confidential Information of Subscriber as needed to comply with any post-expiration or termination obligation under this Agreement; and (b) each Party may retain Confidential Information as required to comply with its obligations under applicable laws, regulations, or record retention policies.

7.3 **Exceptions.** Confidential Information does not include any: (i) information which is or becomes publicly available except through any act or omission of the Receiving Party in violation of a duty to the Disclosing Party; (ii) information received by the Receiving Party from a third party that to the Receiving Party's knowledge is not under a confidentiality obligation with respect to the Confidential Information; or (iii) information previously known to or independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information in accordance with a subpoena, judicial or other governmental order, or requirement of any law, regulation or the rules of any applicable stock exchange, or in order to obtain any required approval by County of Monterey to execute this Agreement, provided that where legally permissible the Receiving Party must give the Disclosing Party reasonable written notice prior to such disclosure so that the Disclosing Party may, at Disclosing Party's sole expense, take appropriate action to seek a protective order or injunction to seek confidential treatment for the disclosed Confidential Information.

## 8. INTELLECTUAL PROPERTY

8.1 **iCIMS IP Ownership.** As used in this Agreement, "**Intellectual Property Right**" means any patent application, patent, copyright, moral right, database right, trademark right, trade secret or other intellectual property or proprietary right recognized or enforceable under any U.S., foreign or international law, rule, or regulation. iCIMS retains ownership of and reserves all Intellectual Property Rights in or related to the Subscription, iCIMS Content, Documentation, and Analytics (collectively, "**iCIMS IP**"). iCIMS does not convey to Subscriber or its Affiliate or User any Intellectual Property Right in any iCIMS IP except for the non-exclusive right to use the Subscription,

Documentation, and iCIMS Content as set forth in this Agreement. Subscriber agrees further that iCIMS is free to use and incorporate into iCIMS IP any comment, feedback, review or other input provided by Subscriber or its Affiliate, User, or Candidate, and that such use or incorporation does not create or give rise to any Intellectual Property Right of Subscriber or its Affiliate or User in iCIMS IP.

8.2 **Subscriber IP Ownership.** Subscriber retains ownership of and reserves all Intellectual Property Rights in the Subscriber Data or any other materials, communications or content that Subscriber or its Affiliate or User supplies for use in connection with the Subscription (collectively, "**Subscriber IP**"). Subscriber does not convey to iCIMS any Intellectual Property Right in any Subscriber IP, except as set forth in this Agreement.

8.3 **Subscriber IP License.** Subscriber grants iCIMS a non-exclusive, non-sublicensable right during the Term to use, copy, create derivative works of and display the Subscriber IP to perform its obligations under or as otherwise set forth in this Agreement.

8.4 **Subscriber Marks.** Subscriber grants iCIMS a non-exclusive, non-sublicensable right, during the Term, to use any Subscriber trademark, service mark or tradename contained in the Subscriber IP or designated by Subscriber for use in the Subscription (the "**Subscriber Marks**"), to perform under this Agreement, to identify Subscriber in iCIMS' customer lists, and for use in marketing and promotional materials and communications referencing Subscriber as a customer of iCIMS. iCIMS shall comply with Subscriber's written guidelines for trademark usage provided reasonably in advance.

## 9. WARRANTIES AND LIMITATIONS

9.1 **Software Warranty.** iCIMS warrants that during the Term the Subscription will perform materially in accordance with the Documentation. iCIMS' warranty does not apply to any: (i) Third-Party Product; (ii) use of the Subscription not in accordance with the Documentation, applicable law, iCIMS' published policies, or this Agreement; or (iii) failure of Subscriber or its Affiliate or User to follow reasonable support or maintenance instructions provided by iCIMS (each of (i), (ii), and (iii) above, an "**Excluded Condition**"). iCIMS' sole liability and obligation for breach of warranty will be to use commercially reasonable efforts to promptly repair or replace the affected part of the Subscription to correct the breach, and the sole remedy of Subscriber is that it may terminate the affected part of the Subscription that does not conform to the Documentation ("**Affected Subscription**"), subject to iCIMS' ability to cure pursuant to Section 6.3(a) herein, upon prior written notice and receive a refund of any pre-paid but unused amounts specific to the Affected Subscription if the breach extends for sixty (60) consecutive days or for any one-hundred and twenty (120) days in any three-hundred and sixty (360) day period.

9.2 **Limitations.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, ICIMS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING AT COMMON LAW, OR OTHERWISE RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SUBSCRIPTION, ICIMS CONTENT AND ANY SERVICES PROVIDED UNDER THE AGREEMENT. WITHOUT WAIVING THE GENERALITY OF THE FOREGOING, ICIMS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, DATA OR SYSTEM INTEGRITY, AVAILABILITY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, OR THAT THE SUBSCRIPTION WILL PERFORM WITHOUT INTERRUPTION OR ERROR FREE, AND ANY WARRANTY REGARDING SUBSCRIBER'S USE OF THE SUBSCRIPTION, DATA OR INFORMATION ACCESSIBLE THEREFROM, ANY DECISION MADE USING THE SUBSCRIPTION, UNAUTHORIZED ACCESS TO THE SUBSCRIPTION, OR SUBSCRIBER'S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SUBSCRIPTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ICIMS MAY MAKE CHANGES TO THE SUBSCRIPTION FROM TIME TO TIME, OR THE CORRESPONDING DOCUMENTATION, AND THOSE CHANGES SHALL NOT BE DEEMED TO GIVE RISE TO BREACH OF WARRANTY OR LIABILITY OF ICIMS.

## 10. INDEMNIFICATION

10.1 **iCIMS Indemnification.** iCIMS shall defend Subscriber and its Affiliates, officers, directors, shareholders and agents (each, a "**Subscriber Indemnitee**") from and against any third-party claim, demand, lawsuit or legal action: (i) alleging that the iCIMS IP infringes or violates an Intellectual Property Right of a third party; (ii) arising from iCIMS' failure to perform under Section 4.1 (Data Protection) or 4.2 (Data Use and Disclosure) above; or (iii) arising from iCIMS' violation of its obligations under this Agreement with respect to Confidential Information, or (iv) arising from the gross negligence or the intentional misconduct of iCIMS (each of (i), (ii), (iii), and (iv), an "**iCIMS Indemnified Claim**"), and indemnify each Subscriber Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with an iCIMS Indemnified Claim. iCIMS' obligations under this Section 10.1 do not apply to any Excluded Condition.

10.2 **Subscriber Indemnification.** Subscriber shall defend iCIMS and its Affiliates, officers, directors, shareholders and agents (each, an "**iCIMS Indemnitee**") from and against any third-party claim, demand, lawsuit or legal action: (i) alleging that Subscriber IP or Subscriber Marks infringe or violate an Intellectual Property Right of a third party; (ii) arising from any matter for which Subscriber is responsible under Section 3 (Subscriber Responsibilities) above; or (iii) arising from violation by Subscriber of its obligations under this Agreement with respect to Confidential Information or (iv) arising from the gross negligence or the intentional misconduct of Subscriber (each of (i), (ii), (iii), and (iv), a "**Subscriber Indemnified Claim**"), and indemnify each iCIMS Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with a Subscriber Indemnified Claim.

10.3 Indemnification Conditions.

(a) As a condition of any Party's duty to defend or indemnify under this Section 10, the person or entity seeking defense or indemnification must: (i) give the defending and indemnifying Party prompt written notice of the applicable claim, demand, or legal action; (ii) allow the defending and indemnifying Party sole control of the defense and settlement; and (iii) reasonably cooperate in the defense and settlement at the defending and indemnifying Party's reasonable cost, except that the indemnified person or entity will not be required to make any settlement payment unless the defending and indemnifying Party agrees to include that payment as an indemnified expense. Notwithstanding the foregoing, the indemnifying party shall not enter into any settlement that contains any admission of liability or fault on the part of the indemnified party or requires the indemnified party to pay damages without its prior written consent, which consent shall not be withheld unreasonably.

(b) In the event of any claim, demand, legal action, or notice alleging infringement of iCIMS IP, iCIMS may either: (i) replace or modify the iCIMS IP in whole or in part in a manner that does not materially degrade the Subscription; (ii) obtain a license or other grant necessary to continue to provide the iCIMS IP in accordance with the Agreement, or (iii) terminate the Agreement upon written notice to Subscriber. In such event, iCIMS' sole liability will be its obligations under Section 10.1 above and a refund to Subscriber of any pre-paid but unused fees.

## 11. LIMITATIONS OF LIABILITY

11.1 IN NO EVENT WILL ICIMS OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, OR ANY OTHER LEGAL THEORY, FOR: LOST REVENUE, LOST PROFITS, LOST DAMAGES, LOSS OF DATA, LOSS OF USE, ANY CLAIM OR ACTION OF ANY THIRD PARTY (EXCEPT UNDER SECTION 10

(INDEMNIFICATION) OF THIS AGREEMENT), OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER OR NOT ICIMS OR ITS AFFILIATE MAY HAVE ANTICIPATED OR BEEN ADVISED OF SUCH DAMAGES.

11.2 THE TOTAL CUMULATIVE LIABILITY OF ICIMS AND ITS AFFILIATES AND REPRESENTATIVES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY SUBSCRIBER IN THE TWENTY-FOUR (24) MONTHS PRIOR TO WHEN THE FIRST OF ANY SUCH LIABILITIES AROSE. IN NO EVENT WILL ICIMS BE LIABLE FOR ANY DAMAGES FOR BREACH OF CONTRACT UNDER THIS AGREEMENT UNLESS SUBSCRIBER FIRST PROVIDED TO ICIMS THIRTY (30) DAYS' PRIOR WRITTEN NOTICE AND AN OPPORTUNITY FOR ICIMS TO CURE THE BREACH WITHIN THOSE THIRTY (30) DAYS.

11.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITATIONS IN THIS SECTION 11 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

## 12. INSURANCE

12.1 During the Term, iCIMS shall maintain the following insurance: worker's compensation insurance, as applicable; combined single limit automobile liability insurance of at least One Million Dollars ($1,000,000); commercial general liability insurance of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in annual aggregate; excess/umbrella liability insurance of at least Seven Million Dollars ($7,000,000) in annual aggregate; and technology errors & omissions insurance, including cybersecurity liability, of at least Fifteen Million Dollars ($15,000,000) per claim and in annual aggregate. iCIMS shall deliver a certificate of insurance evidencing the coverages set forth above no more than thirty (30) days after written request by Subscriber. Neither the requirement to maintain, nor failure to maintain, the specified insurance policies shall relieve iCIMS of its responsibility for its defense or indemnity obligations under Section 10 above or liability for breach of this Agreement.

## 13. GENERAL TERMS

13.1 **Headings.** The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement.

13.2 **Relationship of the Parties.** Both Parties agree that they are independent entities and that nothing in this Agreement creates a partnership, joint venture, fiduciary, agency, or affiliate relationship between the Parties. Each Party is solely responsible for the supervision, management, direction and payment of compensation and benefits to its own employees.

13.3 **Federal Government Provisions.** If Subscriber is directly or indirectly acquiring the Subscription on behalf of the U.S. Government, the software object code and source code that is delivered as part of the Subscription is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense and containing confidential information and trade secrets of iCIMS, Inc. and its licensors, and is subject to "Restricted Rights" as that term is defined in the U.S. Federal Acquisition Regulations. Manufacturer is: iCIMS, Inc., 101 Crawfords Corner Road, Suite 3-100, Holmdel, NJ 07733, U.S.A.

13.4 **Force Majeure.** No Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are materially delayed or prevented by reason of any event that is beyond the reasonable control of that Party and could not reasonably have been foreseen and protected against by that Party, including any act of nature (including fire, earthquake or natural disaster) or act of government (such as war, terrorism or embargo), provided that the non-performing Party must give the other Party prompt written notice of the event. In the event the delay or nonperformance by iCIMS as described in this Section 13.4 continues for a period of forty-five (45) consecutive days, Subscriber may elect to terminate this Agreement by written notice no more than thirty (30) days' after the end of the forty-five (45) day period, and receive a refund of any pre-paid fees for unused portions of the remaining Subscription Period. This Section 13.4 does not apply to payment obligations.

13.5 **Notices.** Notices required under this Agreement to be in writing must be made by, and notice is deemed to have been duly given when, sent by confirmed email or deposited with an overnight courier with a reliable system for tracking delivery. iCIMS shall deliver any written notice and invoice to the email address listed as the "Bill To Contact" (as listed in the most recent Order Form or as subsequently updated by Subscriber). Subscriber shall deliver any written notice to: generalcounsel@icims.com or iCIMS, Inc., Attn: General Counsel, 101 Crawfords Corner Road, Suite 3-100, Holmdel, New Jersey 07733, USA. Either Party may from time to time change the address for written notices by giving the other Party prior written notice of the change.

13.6 **Assignment.** Neither Party may assign any of its rights or obligations under this Agreement without prior written consent from the other Party, provided that a Party may assign this Agreement to an Affiliate or successor in interest by merger, acquisition of all stock or of substantially all assets, or reorganization. The assigning Party shall provide written notice of the assignment either before, or no more than thirty (30) days after, the assignment. Any purported assignment in violation of this paragraph is void and constitutes a material breach of this Agreement. This Agreement inures to the benefit of and is binding on each of the Parties, their successors, permitted assigns, and legal representatives.

13.7 **Size and Scale**. In the event of any material increase in Subscriber's or its Affiliate's size or scale of use of the Subscription for any reason, including a change in the Employee Footprint as stated on an Order Form or a Corporate Transaction (as defined below), iCIMS may, by written notice, request that the fees under this Agreement be increased commensurate with the increase in size and scale as of the date thereof, and if a written agreement increasing the fees is not entered into by the Parties within forty-five (45) days of delivery of that notice, then iCIMS may suspend or terminate this Agreement effective upon sixty (60) days' prior written notice. A "**Corporate Transaction"** shall mean any merger, acquisition (whether of stock or assets), formation of any joint venture or partnership, reorganization, or similar transaction that materially increases the size or scale of Subscriber's or its Affiliate's use of the Subscription. Subscriber shall give iCIMS prompt written notice of a Corporate Transaction, although failure of Subscriber to do so shall not relieve iCIMS of its rights under this section.

13.8 **Documentation, Policy, and Addendum Changes.** iCIMS may make changes to the Documentation, addenda, or the policies referenced in this Agreement, or the hyperlink or other means of access to the Documentation, except that iCIMS may not make changes to the Subscriber Data Security Addendum that materially diminish the protections for Subscriber Data set forth therein. iCIMS provides a mechanism which may be accessed on https://www.icims.com/gc for Subscriber to subscribe to receive email notice of any changes to the Subscriber Data Security Addendum , policies or addenda listed on https://www.icims.com/gc. If Subscriber believes that any change to the Subscriber Data Security Addendum or a policy creates a materially new obligation of Subscriber, materially degrades the Subscriber Data Security Addendum or applicable policy, or materially diminishes the Subscription taken as a whole (each, a "**Material Adverse Change**"), then Subscriber may, within thirty (30) days of the change, object to such Material Adverse Change by delivering written notice to iCIMS. Any objection notice must set forth the basis of the objection with reasonable particularity. In the event of such an objection, the Material Adverse Change will not be deemed effective as to Subscriber for thirty (30) days, and iCIMS and Subscriber shall work together reasonably, and in good faith, to resolve the objection. If within that thirty (30) day period the objection is not resolved

and Subscriber delivers a further written notice of objection within ten (10) days of the end of such period, then the Material Adverse Change shall remain ineffective as to Subscriber and iCIMS shall have ten (10) days from iCIMS' receipt of such further written notice in which to notify Subscriber that the Material Adverse Change will not apply to Subscriber for the remainder of the Term. If iCIMS does not provide such notice within ten (10) days, then Subscriber may terminate this Agreement for convenience if it provides iCIMS with written notice of termination within ten (10) days, with the effective date of such termination to be no later than thirty (30) days from the date of the termination notice.

13.9 **Third-Party Beneficiaries.** No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

13.10 **Subpoenas**. Subscriber shall reimburse iCIMS for its reasonable out of pocket costs (including but not limited to reasonable attorneys' fees) incurred in connection with iCIMS' response to a subpoena, judicial or other governmental order (where iCIMS is not a named party), or requirement of any law or regulation requesting or requiring the disclosure of any Subscriber Data or pertaining to Subscriber's use of the Subscription.

13.11 **Law and Forum.** The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, will be construed in accordance with, the laws of the State of California, and any lawsuit related to this Agreement or its subject matter will be heard inly in the federal or state courts located in the State of California in the County of Monterey..

(a)

13.12 The foregoing shall apply without regard to conflict of law provisions, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act. The Parties hereby submit to the personal jurisdiction of and venue in the courts listed above in each case.

13.13 **Rules of Interpretation.** It is the intention of the Parties that if a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, the remaining provisions of the Agreement will remain in full force and effect. In the event of any conflict between this Agreement and an Order Form, addendum, exhibit, or statement of work, the conflict shall be resolved in favor of the documents in the order as set forth above, except as may be expressly set forth in the applicable Order Form, addendum, exhibit, or statement of work. Unless explicitly specified to the contrary, the word "including" wherever used herein or in any addendum means "including, but not limited to." This Subscription Agreement is drafted in the English language, but may be made available in other languages for convenience purposes only, at iCIMS' discretion. The Parties agree that the English language version of the Subscription Agreement shall control for the purposes of interpretation and with respect to any dispute.

13.14 **Entire Agreement; Amendment; and Waiver.** Certain components of the Subscription or other products or services set forth in an Order Form may be subject to additional terms and conditions as stated in such Order Form or an addendum to the Agreement. No Order Form or statement of work is binding on the Parties unless agreed by both Parties in writing. Each binding Order Form, statement of work, and addendum is incorporated into and made part of this Agreement. This Agreement supersedes all prior discussions, statements, representations, and agreements, oral or written, between the Parties relating to the subject matter of the Agreement, and constitutes the entire agreement between the Parties relating to its subject matter. Subscriber acknowledges and agrees that its purchase and use of the Subscription and iCIMS Content is neither contingent on the delivery of any new future functionality or features, nor dependent on any oral or written comments made by iCIMS or its Affiliates regarding any new future functionality or features. Except as expressly provided herein, this Agreement may be amended, modified, or supplemented only by a written document signed by an authorized representative of each Party. The failure of either Party, at any time, to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other Party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other Party.

13.15 **Counterparts.** This Agreement may be executed by facsimile or other electronic means, and in one or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the date of last signature below.

**iCIMS, Inc.**

**Signature:** Signed by: Daniel Atkins 5E83D9B3E702457...

**Name:** Daniel Atkins

**Title:** VP Revenue Operations

**Date:** 9/15/2025 | 10:01:07 AM EDT

***GCO Initial:*** Initial GCO ***Date:*** 9/15/2025 | 9:07:15 AM EDT

**Subscriber: County of Monterey, on behalf of the Monterey County Health Department**

**Signature:** DocuSigned by: C7A30BA59CA8423...

**Name:** Elsa Jimenez

**Title:** Director of Health Services

**Date:** 9/12/2025 | 12:55 PM PDT

Approved as to Form:

**Signature:** DocuSigned by: Stacy Saetta C0ECE1B99F444A9...

VP Revenue Operations

**Name:** Stacy Saetta

**Title:** Chief Deputy County Counsel

**Date:** 9/12/2025 | 3:56 PM PDT

**Introduced:** 9/17/2025

**Current Status:** Health Department - Consent

**Version:** 1

**Matter Type:** General Agenda Item

Accept and approve the Emergency Medical Care Committee's Annual Report for 2024.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Accept and approve the Emergency Medical Care Committee's Annual Report for 2024.

SUMMARY/DISCUSSION:
The Emergency Medical Care Committee (EMCC) of the Monterey County Emergency Medical Services (EMS) Agency completed its Annual Report for the 2024 activities of the EMCC. This report, in conjunction with the EMS Agency's 2024 Annual Report to the Board of Supervisors, is intended to fulfill the annual reporting requirements for emergency medical care committees established in California Health and Safety Code 1797.276.

The EMCC advises the Board of Supervisors and the EMS Director on EMS system issues, ensures that all EMS constituents are actively engaged in the decisions regarding EMS system resources, and provides input on the development and implementation of the County of Monterey's EMS policies, protocols, and procedures.

This report is presented to keep the Board of Supervisors and other County officials informed about the work done by the EMCC. This Annual Report covers the period of January 1, 2024 through December 31, 2024.

During the reporting period, the EMCC was involved in or kept its membership informed of several important initiatives including: EMS system quality improvement (QI) activities; Ambulance contractor (AMR) response time compliance; Fire-based ambulance service providers 90th percentile response times; disaster radio/communications testing; MHOAC disaster-related trainings and planning; rates of provision of CPR from bystanders in the County; behavioral crisis support response; and other topics as described in the report

This work supports the County of Monterey Health Department 2025-2028 Strategic Plan Goals: 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It is in support of one or more of the ten essential public health services, specifically: 7. Link people to needed personal health services and assure the provision of health care when otherwise unavailable, and 9. Evaluate the effectiveness, accessibility, and quality of personal and population-based health

services.

OTHER AGENCY INVOLVEMENT:
No other agencies are involved in the proposed Board action.

FINANCING:
There is no financial impact resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability, and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County-supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Steve Brooks, EMS Analyst, 755-4948
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
The 2024 EMCC Annual Report

**Introduced:** 9/17/2025

**Current Status:** Health Department - Consent

**Version:** 1

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- Improve health and quality of life through County-supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Steve Brooks, EMS Analyst, 755-4948
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
The 2024 EMCC Annual Report

# County of Monterey

# Emergency Medical Care Committee (EMCC)

# Annual Report-2024

**Presented To:**

## County of Monterey

## Board of Supervisors

**September 2025**

Monterey County EMS Agency

# EMERGENCY MEDICAL CARE COMMITTEE (EMCC)

## Annual Report: 2024

**Message from the Chair:**

Honorable Members of the Board of Supervisors,

On behalf of the County of Monterey Emergency Medical Care Committee (EMCC, I am submitting our annual report for the reporting period of January 1, 2024, through December 31, 2024. This report is not only intended to meet our legislative requirement, but to also provide you with some insight into the diligent work of our committee and the hardworking staff of the County of Monterey Emergency Medical Service Agency (EMS Agency).

Over the course of the last year, the EMCC had worked hard to fulfill its obligations specified in the California Health and Safety Code to advise the EMS Agency on EMS system issues and to work with the EMS Agency on EMS system improvements. As you review the attached report, you will see that the EMCC has reviewed all aspects of the EMS system from dispatch and disaster communications, ambulance response times, disaster operations, patient care improvements, and other aspects of the EMS system. We will continue to partner with the EMS Agency in EMS system improvements in this year and in the future. Nevertheless, our work continues as we strive to build upon the improvements made last year.

We appreciate your time in reviewing this report.

Respectfully,

Jon Anthony

County Park Ranger Supervisor

Representing County Parks

County of Monterey EMS Agency

# EMERGENCY MEDICAL CARE COMMITTEE (EMCC)

## Annual Report: 2024

### Report to the County of Monterey Board of Supervisors

**Reporting Period:** January 1, 2024 to December 31, 2024.

The Monterey County Emergency Medical Care Committee (EMCC) is pleased to provide this report to the Board of Supervisors to highlight the EMCC activities in calendar year 2024.

The EMCC meets six (6) times each year on the second Wednesday of each odd month from 10:30 a.m. to 12:00 p.m.

During this reporting period, the Committee Chair transitioned from Chief Jim Langborg to Jon Anthony. Chief Langborg was the Fire Chief of Greenfield Fire Department and was the representative for fire departments and districts which provide EMS at the basic life support (BLS) level. Jon Anthony is the supervising park ranger for the County of Monterey

**This report, in conjunction with the Monterey County Emergency Medical Services (EMS) Agency's 2024 Annual Report to the Board of Supervisors, is intended to fulfill the annual reporting requirements for emergency medical care committees established in California Health and Safety Code Section 1797.276.**

## I. EMCC Purpose:

The Monterey County Board of Supervisors formally established the EMCC as required by California Health and Safety Code Section 1797.276 and updated the EMCC Bylaws on October 17, 2023.

Under the Bylaws established by the Board, the EMCC advises the Board of Supervisors, and the EMS Director on EMS system issues, ensures that all EMS constituents are actively engaged in the decisions regarding EMS system resources, and provides input on the development and implementation of the County's EMS policies, protocols, and procedures.

California Health and Safety Code Section 1797.274 requires the EMCC, on at least an annual basis, to review the operations of:

- Ambulance services operating with the County.

- Emergency medical care offered within the County.
- First aid practices within the County.

## II. Membership:

The EMCC is a multidisciplinary committee with membership consisting of representation of specific Emergency Medical Services (EMS) stakeholder groups and organizations including three (3) citizen representatives from throughout Monterey County. There are twelve (12) authorized, voting seats, and three (3) non-voting, ex-officio seats on the advisory committee.

### Membership and Constituency

| | |
|---|---|
| A representative from a fire-protection agency that provides prehospital EMS at the Basic Life Support level, nominated by the Monterey County Fire Chiefs' Association. | **Jim Langborg**, Chief, Greenfield Fire Department. Chair from 1/1/24 to 6/30/24. Resigned effective 12/31/24. **Cheryl Goetz**. Mid-Coast Fire Brigade, Chief (Alternate) |
| A representative from a fire-protection agency that provides prehospital EMS at the Advanced Life Support level, nominated by the Monterey County Fire Chiefs' Association. | **Samuel Klemek**, Chief, Salinas Fire Department **Mike DeLeo**, CALFIRE, EMS Chief-Monterey/San Benito (Alternate) |
| A representative from a law enforcement agency that provides prehospital EMS, nominated by the Monterey County Police Chief's Association. | **Chris Bourquin**, Chief, Del Rey Oaks Police Department |
| A representative of hospital administration nominated by the local Hospital Council. | **Carla Spencer**, Director of Emergency Services, Salinas Valley Health Jo Coffaro, Hospital Council (Alternate) |
| A representative of City Managers nominated by the Monterey County City Managers' Association. | **Paul Wood**, City Manager, City of Greenfield. Vice-Chair from 1/1/24-6/30/24. |

## Annual Report: 2024

| | |
|---|---|
| A representative nominated by the Monterey County Resource Management Agency that works in Parks Operations. | **Jon Anthony**, Park Ranger Supervisor, Monterey County Resource Management Agency. Chair from 7/1/24-12/31/24.<br>**Bandy Smith**, County of Monterey, Park Ranger (Alternate) |
| Three citizen representatives nominated by the EMS Director with attention to appropriate geographic representation. | **Harry Robins**<br>**Jodi Schaffer**<br>**Nancy Utterback**- Resigned effective March 5, 2024. |
| An emergency physician nominated by the Medical Advisory Subcommittee. | Dr. **Marie Lutz**, Natividad, ED Physician<br>**Dr. Noah Hawthorne**, Mee Memorial Hospital, ED Physician (Alternate) |
| A Monterey County accredited EMT-Paramedic nominated by the EMS Director. | **Spencer Harnett**, Paramedic, American Medical Response. Resigned effective 1/29/25. |
| A representative from management of the Monterey County EOA ambulance contractor | **William Hiller**, Operations Manager, American Medical Response. Vice-Chair from 7/1/24-12/31/24.<br>**Michael Esslinger**, AMR, General Manager (Alternate) |

### Ex-Officio Members

| | |
|---|---|
| EMS Director | **Teresa Rios**, Director, EMS Agency |
| County of Monterey Department of Emergency Management Manager | **Kelsey Scanlon**, Director, DEM |
| Monterey County Emergency Communications Department Director | **LeAnn Magoski**, Director, MCECD |

# Annual Report: 2024

## III. Activities

1. Reports: During this reporting period, the EMCC received the following standing reports from EMS Agency staff:

   - EMS disaster communications systems reports
     - 800 MHz radio communications testing
     - ReddiNet system-Mass Casualty Incident (MCI) testing

     The purpose for routine testing of the 800 MHz and ReddiNet systems is to ensure hospital staff familiarity with the systems and to ensure functionality when the systems are needed for disaster response or hospital/resource availability notices.

   - American Medical Response (AMR), the contracted ambulance provider, performance reports
     - Response Time performance

       AMR, the contracted ambulance provider, was found to be in overall compliance with its contract requirements related to response times for each of the established response zones.

     - South County ambulance response

       South County is not a separate area for measuring response time compliance. EMCC began looking at South County response times to ensure the area is not underserved. As a whole, the County of Monterey presents challenges to the provision of ambulance service related to meeting response time standards not usually seen in smaller and more densely populated counties. South County is an example of an area that is difficult to service and can affect overall response time compliance. The main challenges in South County is due to low numbers of responses which causes each response outside of the established response time standards to have a greater impact towards response time compliance. The

distance between population centers where ambulances are based also contributes to response time compliance challenges when there are multiple calls at or near the same time in the South County area. Review of response time data showed AMR consistently met response time compliance in spite of the identified challenges present in South County. In 2025, the EMS Agency will be continuing to look at South County ambulance responses to find ways to improve response time in the South County area and will bring options to EMCC for input..

- Dispatch performance

  The EMS Dispatch Center operated by AMR consistently met expectations for prompt call response and dispatch.

- Medical Priority Dispatch System (MPDS) performance

  AMR maintained call processing productivity while the percentage of calls with completed Emergency Medical Dispatch processing increased. This benefited the patient through the provision of pre-arrival instructions as well as providing call prioritization.

- Fire-Based Transport Providers
  - Response time performance was reported on a semi-annual basis.
  - There are no response time requirements for Fire-based ambulance providers Established by the EMS Agency.
  - Review of response times for average and at the 90$^{th}$ percentile is intended to provide insight into ambulance response time in all areas of the County.

- MHOAC activities related to:
  - COVID-19, following the distribution of the remaining PPE supplies.
  - Disaster planning, which involved participation in several tabletop and functional exercises.
  - Participation in managing the emergency medical aspects of the slide at Rocky Creek on Hwy One.

- EMS Director Report:
    - The EMS Director provided reports on EMS Agency activities, legislative updates, progress of the RFP for ambulance services, and development of a web-based portal for the submission of Unusual Occurrence reports.
    - EMS Agency staff have met with medical staff at the prisons to discuss issues of mutual interest and to assess ways to lessen the impact of prison inmate transports when possible.
- EMS Medical Director Report:
    - The EMS Medical Director provided reports related to clinical care and the activities of the Clinical Care Committee (CCC).
    - Actions taken through CCC included the annual EMS policy and treatment protocol review and update. This process takes over 12 months to review, update, submit and receive public comments, revise, format into final form, ensure accessibility, and publish on the EMS Agency website and in the MoCo EMS app.
    - A report to CCC was shared that showed the rate of bystander CPR in Monterey was lower than the average throughout California.

2. Discussion and Action Items:
    - Review of ambulance response time compliance in South County.
        - 90% is the standard for each zone. Response times at the community level are reviewed to ensure that no area is chronically underserved; however, the current agreement does not include separate response time requirements for these areas.
        - Ambulances are stationed in Soledad and King City.

3. The EMCC also reviewed and endorsed:

   - 2023 EMS Annual Report submitted to the Board of Supervisors.
   - 2024 CSA-74 special tax disbursement.

4. In addition, the EMCC advised and supported the EMS Agency in efforts to improve the EMS system.

   - Buprenorphine

     The program to assist people with substance use through the EMS administration of buprenorphine and helping the individual enter a treatment pathway is up and running. The early administration of buprenorphine by paramedics benefits the patient who has received naloxone to reverse the effects of an opioid overdose by minimizing potential effects of withdrawal and helps alleviate the desire to use resume use of opioids. EMS Agency staff are working on fine-tuning the program to enhance program participation by patients and streamlining the process for the AMR paramedics who are administering the buprenorphine.

   - Health Data Exchange (HDE)

     The Committee received reports on project progress which resulted in implementation of two-way sharing of patient information with the EMS providers to having access to outcome information from the hospitals. At the end of 2024, Natividad, Salinas Valley Health, and CHOMP were all providing patient outcome information to the EMS responder.

   - Behavioral Crisis Support Response

     EMCC received a presentation on new behavioral crisis support response personnel and supported implementation of the program as being necessary to provide appropriate care to those in behavioral health crisis and to lessen the burden of behavioral health crisis response on EMS providers.

- March 2024 Mass Shooting in King City

  EMCC supported recognition of the responders to the March 2024 mass shooting in King City. Review of the incident showed that response to and management of the incident was handled exceptionally well with responders working well together which provided for excellent patient care, rapid transport of the patients, and continued care by the hospitals leading to very good outcomes for the victims of the shooting.

## IV. EMCC Membership, Subcommittees and Working Groups:

- EMCC members complied with the following requirements:
  - Form 700 – Statement of Economic Interests.
  - Ethics course
- EMCC met as scheduled for the year and had a quorum for each meeting. EMCC meeting attendance for members of the public and other interested people is available through Zoom. Non-member participation in the EMCC meetings has been excellent with both questions and suggestions provided.
- Active recruiting for the open positions is ongoing. The hospitality association has been approached to see if their membership might have an interest in participation in EMCC as citizen representatives.

**Introduced:** 9/10/2025

**Current Status:** Department of Social Services - Consent

**Version:** 1

**Matter Type:** BoS Agreement

a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No. 1 to Agreement #A-16211 with One Workplace to purchase furniture and installation for the Department of Social Services by adding $2,500,000 for a new revised contract total of $4,500,000 with no change to the contract term of April 19, 2023 through June 30, 2028; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($450,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $4,950,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No. 1 to Agreement #A-16211 with One Workplace to purchase furniture and installation for the Department of Social Services by adding $2,500,000 for a new revised contract total of $4,500,000 with no change to the contract term of April 19, 2023 through June 30, 2028; and
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SUMMARY/DISCUSSION:
This agreement is for the provision of ergonomic furniture including sit/stand adjustable desks, workstation paneling, cabinets, office chairs, conference room furniture, monitor arms, and other peripheral office furniture and equipment. The agreement also provides for design lay-out, delivery, installation, training, and removal of old furniture. One Workplace will pay prevailing wages pursuant to California Labor Code and comply with all its requirements.

Department of Social Services is currently remodeling 713 La Guardia office to accommodate staffing needs of the department. As well as to purchase and install necessary furniture that needs to be replaced due to being old/broken and also mitigate rising worker's compensation claims and costs associated with employee ergonomic assessments.

The Department of Social Services (DSS) issued RFP #10879 on September 22, 2022; One Workplace was awarded.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:
Funding for this agreement is provided with a combination of Federal, State and Realignment revenues. Sufficient appropriations and estimated revenues in SOC005 are included in the FY 2025-26 Adopted Budget. Future costs will be incorporated into the corresponding budget process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement correlates to the Administration and Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by providing a safe, efficient, and healthy environment for DSS employees to provide services for our customers.

Check the related Board of Supervisors Strategic Initiatives:
___Economic Development
_X_Administration
_X_Health & Human Services
___Infrastructure
___Public Safety

Prepared by: Sylvia Solis, Administrative Operations Manager x4483

Approved by: Roderick Franks, Director, x4430

Attachment: Amendment No. 1
Original Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

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_X Administration
_X Health & Human Services
_____Infrastructure
_____Public Safety

Prepared by: Sylvia Solis, Administrative Operations Manager x4483

Approved by: Roderick Franks, Director, x4430

Attachment: Amendment No. 1
Original Agreement

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Docusign Envelope ID: 3D6B32A9-95B2-4045-8C11-A62A9556E18A

**COUNTY OF MONTEREY**
Amendment No. 1 to Agreement No. 5010-299
One Workplace

**THIS AMENDMENT No. 1** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and One Workplace (hereinafter, "CONTRACTOR").

**WHEREAS,** the COUNTY and CONTRACTOR entered into an agreement to provide and install furniture, chairs and accessories at all office locations occupied by the Department of Social Services for a term of April 19, 2023 through June 30, 2028 with a total contract amount of $2,000,000 (hereinafter, "Original Agreement").

**WHEREAS,** the parties wish to amend the agreement via Amendment No. 1 by **adding $2,500,000** to support increased need for services, with no change to the contract term for a **revised** contract total of **$4,500,000.**

**AGREEMENT**

**NOW THEREFORE,** the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION**" is hereby amended as follows: "The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA,** subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **$4,500,000.**

3. **Exhibit AA** replaces Exhibit A and reflects the revised scope of work, **additional $2,500,000 for a new contract total of $4,500,000.**

4. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

5. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

*[signature page follows]*

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

By: _____
DSS Director or Designee

Date: _____

**Approved as to Form**

By: DocuSigned by: Anne Brereton A46091E5DE63489...
Deputy County Counsel

Date: 9/9/2025 | 12:51 PM PDT

**Approved as to Fiscal Provisions**

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor Controller's Office

Date: 9/10/2025 | 1:37 PM PDT

**CONTRACTOR:**

By: DocuSigned by: TJ Protsman F07AC8E489A4434...
(Chair, President, Vice-President)

TJ Protsman, General Manager
(Print Name & Title)

Date: 9/4/2025 | 4:17 PM PDT

By: DocuSigned by: Mona Heffernan 0B43CACA5DAC451...
(Secretary, CFO, Treasurer)

Mona Heffernan, CFO
(Print Name and Title)

Date: 9/8/2025 | 9:20 AM PDT

Docusign Envelope ID: 3D6B32A9-95B2-4045-8C11-A62A9556E18A



# Scope of Services / Payment Provisions
# One Workplace

## A. LOCATION OF SERVICES

Monterey County Department of Social Services (DSS) - All owned, occupied, leased, or rented facilities

## B. CONTRACT TERM

April 19, 2023 - June 30, 2028

## C. CONTACT INFORMATION

Primary County Contract Administrator:

Sylvia Solis - Administrative Operations Manager
**1000 S Main St, Ste 304**
Salinas, CA 93901
**soliss@countyofmonterey.gov**
(831) 755-4483

Secondary County Contract Administrator:

**Ashley Arness - Administrative Services Assistant**
**1488 Schilling Place**
**Salinas, CA 93901**
**arnessa@countyofmonterey.gov**
**(831) 755-4482**

CONTRACTOR Information:

Janine Faylor – Account Executive
325 South Main Street
Salinas, CA 93901
831-757-4107
jfaylor@pbifumiture.com

## D. BACKGROUND & PURPOSE

After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10879 and in this Agreement on the terms and conditions contained herein and in RFP #10879. The intent of this Agreement is to summarize the contractual obligations of the parties.

Docusign Envelope ID: 3D6B32A9-95B2-4045-8C11-A62A9556E18A



## E. SCOPE OF SERVICES

CONTRACTOR hereby agrees to provide the County with the products both identified in this Agreement and in CONTRACTOR's written proposal dated October 20, 2022, on file with the Monterey County Contracts/Purchasing Office (One Workplace/PBI Proposal).

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

### E.1 Furnishings

CONTRACTOR hereby agrees to provide County with products including, but not limited to those identified within **Exhibit B - Quotations** of this Agreement and in One Workplace/PBI Proposal.

CONTRACTOR shall make available to County its entire catalog of desks, chairs, workstations, modular panel walls, furniture components, accessories, and hardware. County retains the ability to purchase additional items, not listed, to respond to the changing needs of DSS.

### E.2 Space Planning

CONTRACTOR shall create space use planning, AUTOCAD drawings, and interior design for any DSS location as requested by County. Provide accurate measurements of any project. If the CONTRACTOR inaccurately completes a project with incorrect measurements which hinders the project, the CONTRACTOR shall correct the items needed to correct the project at no cost to the COUNTY and the COUNTY has the right to withdraw from the project or cancel such contract.

### E.3 Storage & Inventory Management

CONTRACTOR shall provide inventory management and product storage as requested by County. CONTRACTOR shall provide County with a monthly statement of all items currently being held in CONTRACTOR's inventory.

### E.4 Set-Up, Delivery, & Training

CONTRACTOR shall:

- Review all approved installation drawings, review and inspect all of the ordered desks, chairs, workstations, modular panel walls, components and hardware before and after installation.

- Provide COUNTY with an approved quick ship, rapid response program for urgent installation requirements.

- Furnish, install, and set in place (completely assembled, functional and ready for use) at point of use all purchases made by County under this Agreement.

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- Check bills of lading, verify orders, inspect for damage and reorder as necessary. CONTRACTOR will be expected to track all shipments and keep County project planners informed of schedules. If so notified, CONTRACTOR shall be required to participate in a pre-installation meeting with staging plan for delivery and installation.

- Provide on-site training to County staff on all furnished products as requested by County. Training shall include but not be limited to:
  - Use of furniture and equipment
  - Breakdown and setup procedures.

**E.5 Cleanup**

During performance and completion of work under this Agreement, CONTRACTOR shall:

Remove all unused equipment and instruments of service, all excess or unsuitable materials, trash, and debris, and legally dispose of the same, unless otherwise directed by the Agreement or by County.

Leave entire area in a neat, clean and acceptable condition as approved by County.

**E.6 Warranty**

**Services:**

CONTRACTOR shall fully warrant all services against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the County. Time is of the essence of this Agreement. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

**Equipment:**

Warranty period set forth in **Exhibit C - Warranty** is for a 24-hour, 7 days a week, multi shift use warranty (includes parts and labor to repair). Should any failure to conform to this limited warranty appear to a product purchased under this Agreement, during the applicable warranty period from the date of shipment, CONTRACTOR shall, upon prompt written notice, repair or replace, at its option and costs, the affected part or parts.

**Remedies:**

The remedies provided above are the CONTRACTOR's sole remedies for any failure of CONTRACTOR to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of CONTRACTOR,

with respect to or arising out of the Product furnished hereunder.

**Delay/Force Majeure**

CONTRACTOR shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or off the County, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. If any such event occurs, CONTRACTOR may extend delivery dates by a period of time necessary to overcome the effect of such delay, allocate available Products, or cancel any purchase order.

**Patents:**

Subject to the following provisions, CONTRACTOR shall, at its own expense, defend or, at its option, settle any claim, suit or proceeding brought against the COUNTY, and/or its vendees, mediate and immediate, so far as based on an allegation that any Product or any part thereof furnished hereunder constitutes a direct or a contributory infringement of any claim of any patent of the United States or Canada. This obligation shall be effective only if County shall have made all payments then due hereunder and if CONTRACTOR is notified promptly in writing and given authority, information, and assistance for the defense of said claim, suit or proceeding. CONTRACTOR shall pay all damages and costs awarded in such suit or proceedings so defended.

**Other Warranty Terms:**

The foregoing indemnity does not apply to the following: Products supplied according to design other than that of CONTRACTOR, and which is required by County:

- Combination of the Product with another product not furnished hereunder unless CONTRACTOR is a contributory infringer.
- Any settlements of a suit or proceeding made without CONTRACTOR's written consent.

County's remedies set forth herein are exclusive and the liability of CONTRACTOR with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product or part on which such liability is based.

When a product is being replaced under any warranty, CONTRACTOR, at its sole expense, shall provide and set in place loaner equipment that is equivalent to the product being replaced when loaner equipment is available.

**E.7 Repairs Outside of Warranty**

CONTRACTOR shall perform repairs to products outside of warranties listed in the above Section or in **Exhibit C, Warranty.** Any repair or replacement work to any

product outside of warranty must be approved in advance by a County Contract Administrator. CONTRACTOR shall provide loaner equipment to County during any repairs at no additional cost when loaner equipment is available.

**E.8 Tear Down**

As requested by County, CONTRACTOR shall perform tear down of old furniture installations. For this Tear Down work, all sections of this Agreement shall be applicable to this work, including but not limited to Section E.5 Cleanup.

## F. COUNTY RESPONSIBILITIES

County shall provide access to the facilities and provide a site manager as the project point of contact.

## G. PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

**G.1 Prevailing Wages:**

If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

**G.2 Registration:**

During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

**G.3 Local Hiring per County of Monterey Code 5.08.120:**

All provisions included in County of Monterey Code 5.08.I20 are applicable to this Agreement, including, but not limited to:

County of Monterey Code Section 5.08.120 General Provisions: Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire Qualified Individuals who are, and have been for at least one year prior to the opening of bids, Residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50) percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents. For the purposes of this Section, the following terms have the meanings indicated:

- "Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the public work of improvement to be performed or who is enrolled in a certified

State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.

- "Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

## H. ORDER PROCESS & PURCHASE ORDERS

All products and services ordered by County from CONTRACTOR under this agreement shall be ordered as individuals Projects. Each Project shall be quoted by CONTRACTOR and County shall issue a unique purchase order issued for that Project. Purchase Orders shall only be valid during the County Fiscal Year (July 1 - June 30) in which they are issued.

## I. ACCESSIBILITY

CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under this Agreement. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this Agreement.

## J. DAMAGE

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of the CONTRACTOR or CONTRACTOR's employee while working on the County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged.

## K. PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be provided by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the areas affected by this Agreement.

## L. LICENSING/SECURITY REQUIREMENTS

CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

-A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County

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prior to the personnel being allowed to work within such County facilities.

- CONTRACTOR is responsible for the cost of the State level criminal background check(s).

- The required background checks shall be completed prior to allowing the personnel to work within any of the facilities.

## M. PAYMENT PROVISIONS

### M.1 Compensation/Payment

County shall pay CONTRACTOR according to the terms set forth in Section 6. PAYMENT CONDITIONS, of this Agreement.

The maximum amount payable by County to CONTRACTOR under this Agreement shall not exceed **four million five hundred thousand dollars ($4,500,000)**.

CONTRACTOR and County shall negotiate pricing of any orders for products or service not listed in this Agreement prior to CONTRACTOR commencing work, ordering, or installing any products.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining written approval from County.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

### M.2 Tiered Pricing

CONTRACTOR'S compensation for products purchased shall be based on the rates set forth in **Exhibit B - Quotations, One Workplace** Proposal, and all other current catalogs.

Discounts from the catalog prices, those presented in the One Workplace Proposal, and those shown in **Exhibit B - Quotations** shall be set per the discount rates set forth in **Exhibit D, Tiered Pricing.**

Any discounts offered by CONTRACTOR must allow for payment after receipt and acceptance of services, materials or equipment and correct invoice, whichever is later. In no case will a discount be considered that requirements payment in less than 30 days.

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**M.3 Labor Rates**

County shall pay CONTRACTOR for:

- Space Planning services at a rate of ninety-five dollars ($95) per hour.
- Repairs outside of warranty at a rate of ninety-five dollars ($95) per hour.
- Training for furniture and equipment setup and breakdown provided under this Agreement at a rate of seventy-five dollars ($75) per hour.
- Training for usage of furniture and equipment provided under this Agreement shall be provided at no additional cost to the County.
- For non-prevailing wage labor, that is not required to comply with provisions of the Labor Code (sections 1720, et seq.), at a rate of ninety-five dollars ($95) per hour.
- For tear down labor at a rate of ninety-five dollars ($95) per hour.

Labor outside of regular business hours (7 a.m. – 7 p.m. Monday through Friday excluding Federal holidays) shall be billed with a surcharge of 50%.

**M.4 Storage & Inventory Management**

CONTRACTOR shall store any product purchased under this Agreement in their warehouse for up to thirty (30) days at no cost to County. For storage over 30 days, County shall pay CONTRACTOR one dollars and twenty-five cents ($1.25) per square foot per day of utilized space for all things inclusive of storage and management of inventory.

**M.5 Rate Changes**

Changes for labor rates and product prices shall not increase more than 3% annually during the term of this Agreement and any subsequent amendments to this Agreement. CONTRACTOR shall notify County in writing of any proposed changes to product costs or labor rates no less than ninety (90) days prior to the date proposed for the changes to become effective to allow ample time for negotiation.

**M.6 Tax**

All pricing shown in this Agreement is inclusive of all applicable taxes.

County is registered with the Internal Revenue Service, San Francisco office, with registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required when shipping documents showing Monterey County as consignee.

**M.7 CONTRACTORS Billing Procedures**

Invoices shall be submitted upon completion of work no later than 30 days after completion of services. All invoices shall reference RFP #10879. Final invoice for work performed in a County Fiscal Year shall be submitted no later than July 10th of the following fiscal year, and be submitted via email to:

**MCDSS Accounts Payable @501-MCDSSAccountsPayable@countyofmonterey.gov**

**Or hardcopies submitted to:**

Sylvia Solis
1000 S. Main St, Ste 304
Salinas, CA 93901

In the event that the Agreement is terminated prior to the completion of the services, the amount paid shall be prorated for services and equipment provided prior to the date of termination, should the County determine a reimbursement is owed, CONTRACTOR shall reimburse the County within thirty (30) days of the termination.

*(remainder of this page intentionally left blank)*

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# COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

One Workplace/PBI,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

## 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** and install furniture, chairs and accessories at all office locations occupied by the Department of Social Services.

## 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$**2,000,000.00

## 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from April 19, 2023 **to** June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

## 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** See page 11(a) for a list of Exhibits

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## 5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance**: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

**10.0 RECORDS AND CONFIDENTIALITY:**

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| **FOR COUNTY:** | **FOR CONTRACTOR:** |
|---|---|
| Lori A. Medina, Director | Janine Faylor, Account Executive |
| Name and Title | Name and Title |
| 1000 S. Main St., Suite 301, Salinas, CA 93901 | 325 South Main Street, Salinas, CA 93901 |
| Address | Address |
| 831-755-4430 | 831-757-4107 |
| Phone: | Phone: |

## 16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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## 18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: _____
Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: Lori A. Medina
Department Head (if applicable)

Date: 4/19/2023 | 10:12 AM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: [signature] 44E083B3FBEA4...
County Counsel

Date: 4/5/2023 | 7:53 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E6578754...
Auditor/Controller

Date: 4/5/2023 | 10:41 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

**CONTRACTOR**

One Workplace/PBI
Contractor/Business Name *

By: DocuSigned by: TJ Protsman F07A...
(Signature of Chair, President, or Vice-President)

Name and Title

Date: 3/31/2023 | 3:33 PM PDT

By: DocuSigned by: Mona Heffernan
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: 3/31/2023 | 4:33 PM PDT

**County Board of Supervisors' Agreement No. _____ approved on _____**

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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# LIST OF EXHIBITS


| | |
|---|---|
| Exhibit A | Scope of Services/Payment Provisions |
| Exhibit B | Quotations |
| Exhibit C | Warranty |
| Exhibit D | Tiered Pricing Discounts |
| Exhibit E | Lobbying Certification |

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# Scope of Services / Payment Provisions
# One Workplace

## A. LOCATION OF SERVICES

Monterey County Department of Social Services (DSS) - All owned, occupied, leased, or rented facilities

## B. CONTRACT TERM

April 19, 2023 - June 30, 2028

## C. CONTACT INFORMATION

Primary County Contract Administrator:

Sylvia Solis - Administrative Services Officer
1488 Schilling Place
Salinas, CA 93901
soliss@co.monterey.ca.us
(831) 755-4483

Secondary County Contract Administrator:

Chris White - Administrative Services Assistant
1488 Schilling Place
Salinas, CA 93901
whitecc@co.monterey.ca.us
(831) 755-4871

CONTRACTOR Information:

Janine Faylor – Account Executive
325 South Main Street
Salinas, CA 93901
831-757-4107
jfaylor@pbifumiture.com

## D. BACKGROUND & PURPOSE

After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10879 and in this Agreement on the terms and conditions contained herein and in RFP #10879. The intent of this Agreement is to summarize the contractual obligations of the parties.

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## E. SCOPE OF SERVICES

CONTRACTOR hereby agrees to provide the County with the products both identified in this Agreement and in CONTRACTOR's written proposal dated October 20, 2022, on file with the Monterey County Contracts/Purchasing Office (One Workplace/PBI Proposal).

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

### E.1 Furnishings

CONTRACTOR hereby agrees to provide County with products including, but not limited to those identified within **Exhibit B - Quotations** of this Agreement and in One Workplace/PBI Proposal.

CONTRACTOR shall make available to County its entire catalog of desks, chairs, workstations, modular panel walls, furniture components, accessories, and hardware. County retains the ability to purchase additional items, not listed, to respond to the changing needs of DSS.

### E.2 Space Planning

CONTRACTOR shall create space use planning, AUTOCAD drawings, and interior design for any DSS location as requested by County. Provide accurate measurements of any project. If the CONTRACTOR inaccurately completes a project with incorrect measurements which hinders the project, the CONTRACTOR shall correct the items needed to correct the project at no cost to the COUNTY and the COUNTY has the right to withdraw from the project or cancel such contract.

### E.3 Storage & Inventory Management

CONTRACTOR shall provide inventory management and product storage as requested by County. CONTRACTOR shall provide County with a monthly statement of all items currently being held in CONTRACTOR's inventory.

### E.4 Set-Up, Delivery, & Training

CONTRACTOR shall:

- Review all approved installation drawings, review and inspect all of the ordered desks, chairs, workstations, modular panel walls, components and hardware before and after installation.

- Provide COUNTY with an approved quick ship, rapid response program for urgent installation requirements.

- Furnish, install, and set in place (completely assembled, functional and ready for use) at point of use all purchases made by County under this Agreement.

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-Check bills of lading, verify orders, inspect for damage and reorder as necessary. CONTRACTOR will be expected to track all shipments and keep County project planners informed of schedules. If so notified, CONTRACTOR shall be required to participate in a pre-installation meeting with staging plan for delivery and installation.

- Provide on-site training to County staff on all furnished products as requested by County. Training shall include but not be limited to:
    - Use of furniture and equipment
    - Breakdown and setup procedures.

**E.5 Cleanup**

During performance and completion of work under this Agreement, CONTRACTOR shall:

Remove all unused equipment and instruments of service, all excess or unsuitable materials, trash, and debris, and legally dispose of the same, unless otherwise directed by the Agreement or by County.

Leave entire area in a neat, clean and acceptable condition as approved by County.

**E.6 Warranty**

**Services:**

CONTRACTOR shall fully warrant all services against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the County. Time is of the essence of this Agreement. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

**Equipment:**

Warranty period set forth in **Exhibit C - Warranty** is for a 24-hour, 7 days a week, multi shift use warranty (includes parts and labor to repair). Should any failure to conform to this limited warranty appear to a product purchased under this Agreement, during the applicable warranty period from the date of shipment, CONTRACTOR shall, upon prompt written notice, repair or replace, at its option and costs, the affected part or parts.

**Remedies:**

The remedies provided above are the CONTRACTOR's sole remedies for any failure of CONTRACTOR to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of CONTRACTOR,

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with respect to or arising out of the Product furnished hereunder.

**Delay/Force Majeure**

CONTRACTOR shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or off the County, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. If any such event occurs, CONTRACTOR may extend delivery dates by a period of time necessary to overcome the effect of such delay, allocate available Products, or cancel any purchase order.

**Patents:**

Subject to the following provisions, CONTRACTOR shall, at its own expense, defend or, at its option, settle any c1aim, suit or proceeding brought against the COUNTY, and/or its vendees, mediate and immediate, so far as based on an allegation that any Product or any part thereof furnished hereunder constitutes a direct or a contributory infringement of any claim of any patent of the United States or Canada. This obligation shall be effective only if County sha11 have made all payments then due hereunder and if CONTRACTOR is notified promptly in writing and given authority, information, and assistance for the defense of said claim, suit or proceeding. CONTRACTOR shall pay all damages and costs awarded in such suit or proceedings so defended.

**Other Warranty Terms:**

The foregoing indemnity does not apply to the following: Products supplied according to design other than that of CONTRACTOR, and which is required by County:

- Combination of the Product with another product not furnished hereunder unless CONTRACTOR is a contributory infringer.
- Any settlements of a suit or proceeding made without CONTRACTOR's written consent.

County's remedies set forth herein are exclusive and the liability of CONTRACTOR with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product or part on which such liability is based.

When a product is being replaced under any warranty, CONTRACTOR, at its sole expense, shall provide and set in place loaner equipment that is equivalent to the product being replaced when loaner equipment is available.

**E.7 Repairs Outside of Warranty**

CONTRACTOR shall perform repairs to products outside of warranties listed in the

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above Section or in **Exhibit C, Warranty.** Any repair or replacement work to any product outside of warranty must be approved in advance by a County Contract Administrator. CONTRACTOR shall provide loaner equipment to County during any repairs at no additional cost when loaner equipment is available.

**E.8 Tear Down**

As requested by County, CONTRACTOR shall perform tear down of old furniture installations. For this Tear Down work, all sections of this Agreement shall be applicable to this work, including but not limited to Section E.5 Cleanup.

## F. COUNTY RESPONSIBILITIES

County shall provide access to the facilities and provide a site manager as the project point of contact.

## G. PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

**G.1 Prevailing Wages:**

If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

**G.2 Registration:**

During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

**G.3 Local Hiring per County of Monterey Code 5.08.120:**

All provisions included in County of Monterey Code 5.08.120 are applicable to this Agreement, including, but not limited to:

County of Monterey Code Section 5.08.120 General Provisions: Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire Qualified Individuals who are, and have been for at least one year prior to the opening of bids, Residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50) percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

For the purposes of this Section, the following terms have the meanings indicated:

- "Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the

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public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.

- "Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

## H. ORDER PROCESS & PURCHASE ORDERS

AII products and services ordered by County from CONTRACTOR under this agreement shall be ordered as individuals Projects. Each Project shall be quoted by CONTRACTOR and County shall issue a unique purchase order issued for that Project. Purchase Orders shall only be valid during the County Fiscal Year (July 1 - June 30) in which they are issued.

## I. ACCESSIBILITY

CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under this Agreement. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this Agreement.

## J. DAMAGE

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of the CONTRACTOR or CONTRACTOR's employee while working on the County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged.

## K. PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be provided by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the areas affected by this Agreement.

## L. LICENSING/SECURITY REQUIREMENTS

CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

-A California licensed Investigator must perform the required State level

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criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

- CONTRACTOR is responsible for the cost of the State level criminal background check(s).

- The required background checks shall be completed prior to allowing the personnel to work within any of the facilities.

## M. PAYMENT PROVISIONS

### M.1 Compensation/Payment

County shall pay CONTRACTOR according to the terms set forth in Section 6. PAYMENT CONDITIONS, of this Agreement.

The maximum amount payable by County to CONTRACTOR under this Agreement shall not exceed two million dollars **($2,000,000).**

CONTRACTOR and County shall negotiate pricing of any orders for products or service not listed in this Agreement prior to CONTRACTOR commencing work, ordering, or installing any products.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining written approval from County.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

### M.2 Tiered Pricing

CONTRACTOR'S compensation for products purchased shall be based on the rates set forth in **Exhibit B - Quotations, One Workplace** Proposal, and all other current catalogs.

Discounts from the catalog prices, those presented in the One Workplace Proposal, and those shown in **Exhibit B - Quotations** shall be set per the discount rates set forth in **Exhibit D, Tiered Pricing.**

Any discounts offered by CONTRACTOR must allow for payment after receipt and acceptance of services, materials or equipment and correct invoice, whichever is later. In no case will a discount be considered that requirements payment in less than 30 days.

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**M.3 Labor Rates**

County shall pay CONTRACTOR for:

- Space Planning services at a rate of ninety-five dollars ($95) per hour.
- Repairs outside of warranty at a rate of ninety-five dollars ($95) per hour.
- Training for furniture and equipment setup and breakdown provided under this Agreement at a rate of seventy-five dollars ($75) per hour.
- Training for usage of furniture and equipment provided under this Agreement shal1 be provided at no additional cost to the County.
- For non-prevailing wage labor, that is not required to comply with provisions of the Labor Code (sections 1720, et seq.), at a rate of ninety-five dollars ($95) per hour.
- For tear down labor at a rate of ninety-five dollars ($95) per hour.

Labor outside of regular business hours (7 a.m. – 7 p.m. Monday through Friday excluding Federal holidays) shall be billed with a surcharge of 50%.

**M.4 Storage & Inventory Management**

CONTRACTOR shall store any product purchased under this Agreement in their warehouse for up to thirty (30) days at no cost to County. For storage over 30 days, County shall pay CONTRACTOR one dollars and twenty-five cents ($1.25) per square foot per day of utilized space for all things inclusive of storage and management of inventory.

**M.5 Rate Changes**

Changes for labor rates and product prices shall not increase more than 3% annually during the term of this Agreement and any subsequent amendments to this Agreement. CONTRACTOR shall notify County in writing of any proposed changes to product costs or labor rates no less than ninety (90) days prior to the date proposed for the changes to become effective to allow ample time for negotiation.

**M.6 Tax**

All pricing shown in this Agreement is inclusive of all applicable taxes.

County is registered with the Internal Revenue Service, San Francisco office, with registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required when shipping documents showing Monterey County as consignee.

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**M.7 CONTRACTORS Billing Procedures**

Invoices shall be submitted upon completion of work no later than 30 days after completion of services. All invoices shall reference RFP #10879. Final invoice for work performed in a County Fiscal Year shall be submitted no later than July 10th of the following fiscal year, and be mailed to:

Sylvia Solis
1488 Schilling Place
Salinas, CA 93901

In the event that the Agreement is terminated prior to the completion of the services, the amount paid shall be prorated for services and equipment provided prior to the date of termination, should the County determine a reimbursement is owed, CONCTRACTOR shall reimburse the County within thirty (30) days of the termination.

*(remainder of this page intentionally left blank)*

EXHIBIT B

Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

# Quotation 676879

**Quote Date** 03/09/23
**Project** 219597
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Sylvia Solis
Social Services, Co of Mty
1281 BROADWAY AVE
SEASIDE CA 93955-4925

**Phone** +1 +1 +1 (831) 755-4
SolisS@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

*****Seaside Orientation*****

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.**

**Pricing is based on a single delivery during regular hours with elevator accessibility.**

**Please Note: All areas must be free and clear prior to arrival. Any standby time and/or rescheduling may incur additional charges.**

**A signed copy of this quote and/or purchase order is required to place order.**

**Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.**

| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 1 **M1140064** - 110 Series; Markerboard, Aluminum trim, 72W x 48H<br>**SURFACE:** 7655 E3 ENVIRONMENTAL CERAMICSTEEL<br>**MAPR OPT:** *OPT:MAPRAIL OPTION<br>**MAPR:** WITH 1" CORK MAPRAIL<br>**MAPACCES:** MAPRAIL ACCESSORIES<br>**H1:** 1" MAP HOOK/CLIP, FOR MAPRAIL<br>**RB1:** 2,1" ROLLER BRKT REQUIRES MAPR<br>Steelcase<br>**Tag For** MB/72 | 1T | 399.55<br>789.00<br>49.36% | 399.55 |

Accepted by_____ Title_____ Date_____

one workplace

Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

## Quotation 676879



| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 2 | **480220** - Node; Chair, Mid back, Tripod base, Personal worksurface<br>**BASE:** 6249 PLATINUM SOLID<br>**PAINT:** 4799 PLATINUM METALLIC<br>**SHELL:** 6205 BLACK<br>**SURFACE:** 6249 PLATINUM SOLID<br>**CUSHOPT:** *OPT:CUSHION OPTIONS<br>**NO CUSH:** NO CUSHION FOR NODE<br>**CASTERS:** *OPT:CASTERS OPTIONS<br>**SOFT CST:** SOFT CASTERS<br>**CUPHLDER:** *OPT:CUP HOLDER OPTION<br>**NO CUP:** NO CUP HOLDER<br>**TBLTSTND:** *OPT:TABLET STAND OPTION<br>**NO STAND:** STD:NO TABLET STAND<br>Steelcase<br>**Tag For** NODE | 14T | 510.62<br>1,075.00<br>52.50% | 7,148.68 |
| 3 | **BADJC** - Leg-Adjustable height, Casters<br>**LEGS:** 7207 BLACK<br>Steelcase<br>**Tag For** AHL | 4T | 142.35<br>365.00<br>61.00% | 569.40 |
| 4 | **BFS2448** - Table-Straight, 24D x 47 3/4W<br>**EDGE:** 6709 CLAY NOCE<br>**TOP-SURF:** 2HCN CLAY NOCE (HPL)<br>Steelcase<br>**Tag For** 24/48 | 1T | 191.49<br>491.00<br>61.00% | 191.49 |
| 5 | **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 2T | 125.00<br>0.00<br>0.00% | 250.00 |
| 6 | **23030228T** - - OWP Labor to deliver, assemble and place: On the 1st. Floor<br><br>(14) Nod chairs with tablet, (1) 24x48 surface with leg post and (1) 48x72 white board<br><br>Regular business hours: Prevailing Wage OWI Labor<br>ONEWORKPLA | 1T | 2,431.43<br>0.00<br>0.00% | 2,431.43 |

**Quotation Totals**

**Sub Total** 10,990.55

Accepted by_____ Title_____ Date_____

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Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

| | |
|---|---|
| Estimated Tax Rate - 9.250% | 1,016.63 |
| **Grand Total** | **12,007.18** |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

End of Quotation

Accepted by_____Title_____ Date_____

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Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

# Quotation 677601

**Quote Date** 03/09/23
**Project** 223520
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty
200 Broadway St
King City CA 93930-2865

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

Accepted by_____Title_____ Date_____

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Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

**BROADWAY KC ROOM***

Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.

Pricing is based on a single delivery during regular hours with elevator accessibility.

Pricing does not include the removal or the disposal of any existing furniture UNLESS OTHERWISE NOTED ON LABOR LINE

“PLEASE NOTE: ALL AREAS MUST BE FREE AND CLEAR PRIOR TO ARRIVAL. ANY STANDBY TIME AND/OR RESCHEDULING MAY INCURR ADDITIONAL CHARGES”

This quote expires in 30 days.

A signed copy of this quote and full payment is required to place order.

Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.

A friendly reminder; the following is the responsibility of the customer at time of install/service

· Work areas must be free and clear of all personal items and electronics, and files must be empty, if being moved, to prevent possible damage or injuries.

· IT personnel is needed to remove any existing computers, and remove/install data/phone cables, when necessary.

· Installation of new powered panel systems – A certified electrician is needed to connect the base feed to building power.

· Reconfiguration / Service on existing panel systems – We require that all workstations be powered down at the circuit breaker, or the base feed disconnected from the main power source by a certified electrician. This change is to prevent electrical shock, injury or even death, to our Installers, Drivers, Service Techs, Refurb Techs, Temporary Employees and Subcontractors.

| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 1 **TS71230SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 30W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase | 10T | 230.40<br>768.00<br>70.00% | 2,304.00 |

Accepted by_____Title_____ Date_____

one workplace

Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

# Quotation 677601



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 1 **Tag For** FG/30-C | | | |
| 2 **TS71236SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 36W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/36-C | 1T | 248.40<br>828.00<br>70.00% | 248.40 |
| 3 **TS71272SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 72W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**COH1SLIM:** Std COH Top Cap - 1 End Slim<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/72-C | 2T | 360.30<br>1,201.00<br>70.00% | 720.60 |
| 4 **TS71272SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 72W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/72-C | 8T | 358.20<br>1,194.00<br>70.00% | 2,865.60 |

Accepted by_____Title_____ Date_____

one workplace

Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

## Quotation 677601



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 5 **TS712SCHS** - Trim-Change of height, Square, Slim, 12H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**JUNCTION:** *OPT:JUNCTION CAP OPTIONS<br>**STD CAP:** CAP - COH CORNER APPLICATION<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** PAINTED TRIM PKG<br>**UPRIGHT:** UPRIGHT<br>**METALLIC:** *UPRIGHT:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>Steelcase<br>**Tag For** COH 12 | 2T | 37.50<br>125.00<br>70.00% | 75.00 |
| 6 **TS72430HS** - Panel skin-Hard surface, 24H x 30W<br>**SURFACE:** 4798 STERLING METALLIC<br>**SURF OPT:** *OPT:SURFACE OPTIONS<br>**PLAINSTL:** STD:PLAIN STEEL SURFACE<br>**PWRDATA:** POWER/DATA CUTOUTS<br>**NO PWR:** NO POWER<br>**NO DATA:** NO DATA<br>Steelcase | 4T | 61.80<br>206.00<br>70.00% | 247.20 |
| 7 **TS730SEPJ** - Junction-End of run, Square, 30H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** E30 | 2T | 61.50<br>205.00<br>70.00% | 123.00 |
| 8 **TS730SHF** - Frame-Square, Horizontal package, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**COH1SLIM:** Std COH Top Cap - 1 End Slim<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY | 2T | 53.40<br>178.00<br>70.00% | 106.80 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 8 Steelcase<br>**Tag For** 30/30s | | | |
| 9 **TS730SHF** - Frame-Square, Horizontal package, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 30/42 | 10T | 51.30<br>171.00<br>70.00% | 513.00 |
| 10 **TS73630HS** - Panel skin-Hard surface, 36H x 30W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 20T | 96.00<br>320.00<br>70.00% | 1,920.00 |
| 11 **TS73636HS** - Panel skin-Hard surface, 36H x 36W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 42T | 100.50<br>335.00<br>70.00% | 4,221.00 |
| 12 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 36/42 | 21T | 54.30<br>181.00<br>70.00% | 1,140.30 |
| 13 **TS742SEPJ** - Junction-End of run, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE | 11T | 61.50<br>205.00<br>70.00% | 676.50 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 13 | **PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** E42 | | | |
| 14 | **TS742SIPJ** - Junction-In line, Square, 42H<br>Steelcase<br>**Tag For** I42 | 10T | 39.60<br>132.00<br>70.00% | 396.00 |
| 15 | **TS742SLPJ** - Junction-L, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** L42 | 12T | 91.20<br>304.00<br>70.00% | 1,094.40 |
| 16 | **TS742WPJ** - Junction-Wall start, 42H<br>Steelcase<br>**Tag For** WS42 | 9T | 96.90<br>323.00<br>70.00% | 872.10 |
| 17 | **TS7STLS10** - In line-Spanning Top Cap, Package quantity 10,<br>Lightseal<br>Steelcase | 1T | 75.00<br>250.00<br>70.00% | 75.00 |
| 18 | **SHIM** - 1/2" x 3"W x 36"Tall shim<br>Finish: 4798 Sterling<br>ONEWORKPLA | 9T | 135.71<br>0.00<br>0.00% | 1,221.39 |
| 19 | **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 10T | 125.00<br>0.00<br>0.00% | 1,250.00 |
| 20 | **23030227T** - - OWP Labor to Deliver, Assemble/Attach and Place:<br>( 11 Work Stations in 2 Rooms. See Attached Pictures. )<br><br>Room 1:<br>- Install Privacy Panels with shimmed wall start for (6) Stations<br>Room 2:<br>- Install Privacy Panels with Shimmed wall start for (3) stations, and double wing panels for 2 stations<br><br>NOTE:<br>We will need (9) wall mounts with shims: ( 1/2"x3"Wx36"H, in 4798 Sterling Finish ) from the refurb dept.<br>Some of the wall (exterior) are on concrete. | 1T | 6,432.86<br>0.00<br>0.00% | 6,432.86 |

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| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| 20 | | | |
| Regular business hours: Prevailing Wage, OWI Labor<br>* Please see Refurb Department for pricing Shims *<br>ONEWORKPLA | | | |

| Quotation Totals | |
|---|---|
| Sub Total | 26,503.15 |
| Estimated Tax Rate - 8.750% | 2,319.03 |
| **Grand Total** | **28,822.18** |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

End of Quotation

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# Quotation 677603

**Quote Date** 03/09/23
**Project** 223519
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty
200 Broadway St
King City CA 93930-2865

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

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DocuSign Envelope ID: 675A39BD-51D3-4D25-BF67-99C21DFFB300



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***Broaway KC Lobby***

Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.

Pricing is based on a single delivery during regular hours with elevator accessibility.

Pricing does not include the removal or the disposal of any existing furniture UNLESS OTHERWISE NOTED ON LABOR LINE

"PLEASE NOTE: ALL AREAS MUST BE FREE AND CLEAR PRIOR TO ARRIVAL. ANY STANDBY TIME AND/OR RESCHEDULING MAY INCURR ADDITIONAL CHARGES"

This quote expires in 30 days.

A signed copy of this quote and full payment is required to place order.

Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.

A friendly reminder; the following is the responsibility of the customer at time of install/service

· Work areas must be free and clear of all personal items and electronics, and files must be empty, if being moved, to prevent possible damage or injuries.

· IT personnel is needed to remove any existing computers, and remove/install data/phone cables, when necessary.

· Installation of new powered panel systems – A certified electrician is needed to connect the base feed to building power.

· Reconfiguration / Service on existing panel systems – We require that all workstations be powered down at the circuit breaker, or the base feed disconnected from the main power source by a certified electrician. This change is to prevent electrical shock, injury or even death, to our Installers, Drivers, Service Techs, Refurb Techs, Temporary Employees and Subcontractors.

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **ZJL88S** - Junction-L, Square, 86 to 86 application<br>**BASIC:** 4798 STERLING METALLIC<br>Montage Square L-Junction,<br>for Same-Height Frames.<br>SPECIAL<br>*Size: (96"H) Nom<br>*Sized for use with standard<br>86"H Frame with standard<br>10"H Stack-On Frame.<br>or<br>Standard 55"H Frame with<br>(2) standard 20"H Stack-On<br>Frames. | 1T | 128.23<br>309.00<br>58.50% | 128.23 |

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## Quotation 677603



| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | Reference Documents:<br>00002436<br>**Eng Quote** CA022264<br>**Eng Quote Product ID** CA00034908<br>Steelcase<br>**Tag For** L86 | | | |
| 2 | **ZBC42** - Cover-Base, Plain, 42W<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** BC | 6T | 31.54<br>76.00<br>58.50% | 189.24 |
| 3 | **ZD4286RH** - Door, Right hand, 42W x 86H<br>**DOOR:** 2730 ARCTIC WHITE<br>Steelcase | 1T | 1,246.24<br>3,003.00<br>58.50% | 1,246.24 |
| 4 | **ZDF4286RH** - Frame-Door, Butt hinge, Right hand, 42W x 86H<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** 42/86-10R | 1T | 315.81<br>761.00<br>58.50% | 315.81 |
| 5 | **ZDLL** - Door lever set, Lock<br>Steelcase<br>**Tag For** DL | 1T | 562.74<br>1,356.00<br>58.50% | 562.74 |
| 6 | **ZFE4210** - Frame-Stacker, 1 high, Enhanced, 42W x 10H<br>**FRAME:** 4798 STERLING METALLIC<br>Steelcase | 4T | 130.72<br>315.00<br>58.50% | 522.88 |
| 7 | **ZFE4286** - Frame-Enhanced, Base cavity, 4 high, 42W x 86H<br>**FRAME:** 4798 STERLING METALLIC<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTION<br>**TOP CAP:** STD:STL TOP CAP<br>Steelcase<br>**Tag For** 42/86-10 | 3T | 481.40<br>1,160.00<br>58.50% | 1,444.20 |
| 8 | **ZTGE4220** - Tile-Enhanced, Glass, 42W x 20H<br>**BASIC:** 4798 STERLING METALLIC<br>**SURFACE:** 6500 CLEAR GLASS<br>Steelcase | 3T | 358.14<br>863.00<br>58.50% | 1,074.42 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 9 **ZTGE4220** - Tile-Enhanced, Glass, 42W x 20H<br>**BASIC:** 4798 STERLING METALLIC<br>**SURFACE:** 6500 CLEAR GLASS<br>Montage Glass Tile Package,<br>20"H X 42"W. Clear Glass.<br>Special,<br>CHANGE: To include (1) Piece of 6MM thickness CLEAR Glass.<br>ADD: (7) 1/2" diameter holes centered left to right and approximate 6" from the top edge of pass thru to start of hole cutouts.<br>ADD: 4" x 12" pass-through at bottom of glass.<br>CHANGE: Polished Edges on all holes/cut-outs<br>CHANGE: Trim Pieces modified to allow for glass to be centered in frame.<br>NOTE: See document for hole configuration.<br>Reference Documents:<br>00002391<br>00003185<br>**Eng Quote** CA022937<br>**Eng Quote Product ID** CA00051661<br>Steelcase | 1T | 664.00<br>1,600.00<br>58.50% | 664.00 |
| 10 **ZTSE4210** - Tile-Enhanced, Non tackable, 42W x 10H<br>**SURF OPT:** *OPT:SURFACE OPTIONS<br>**PAINT:** PAINTED SURFACE<br>**SURFACE:** SURFACE<br>**METALLIC:** *SURFACE:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>Steelcase | 8T | 65.15<br>157.00<br>58.50% | 521.20 |
| 11 **ZTSE4220** - Tile-Enhanced, Non tackable, 42W x 20H<br>**SURF OPT:** *OPT:SURFACE OPTIONS<br>**PAINT:** PAINTED SURFACE<br>**SURFACE:** SURFACE<br>**METALLIC:** *SURFACE:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>Steelcase | 16T | 66.81<br>161.00<br>58.50% | 1,068.96 |

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## Quotation 677603



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 12 **TS71230SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 30W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/30-C | 2T | 230.40<br>768.00<br>70.00% | 460.80 |
| 13 **TS71272SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 72W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**COH1SLIM:** Std COH Top Cap - 1 End Slim<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/72-C | 1T | 360.30<br>1,201.00<br>70.00% | 360.30 |
| 14 **TS730SHF** - Frame-Square, Horizontal package, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 30/42 | 2T | 51.30<br>171.00<br>70.00% | 102.60 |

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## Quotation 677603



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 15 **TS73630HS** - Panel skin-Hard surface, 36H x 30W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 4T | 96.00<br>320.00<br>70.00% | 384.00 |
| 16 **TS73636HS** - Panel skin-Hard surface, 36H x 36W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 4T | 100.50<br>335.00<br>70.00% | 402.00 |
| 17 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 36/42 | 2T | 54.30<br>181.00<br>70.00% | 108.60 |
| 18 **TS742SEPJ** - Junction-End of run, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** E42 | 2T | 61.50<br>205.00<br>70.00% | 123.00 |
| 19 **TS742SIPJ** - Junction-In line, Square, 42H<br>Steelcase<br>**Tag For** I42 | 1T | 39.60<br>132.00<br>70.00% | 39.60 |
| 20 **TS742STPJ** - Junction-T, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** T42 | 1T | 91.20<br>304.00<br>70.00% | 91.20 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 21 | **TS742WPJ** - Junction-Wall start, 42H<br>Steelcase<br>**Tag For** WS42 | 1T | 96.90<br>323.00<br>70.00% | 96.90 |
| 22 | **TS7STLS1** - In line-Spanning Top Cap, Package quantity 1,<br>Lightseal<br>Steelcase | 1T | 7.50<br>25.00<br>70.00% | 7.50 |
| 23 | **ZWS86** - Bracket-Wall attachment, 86H<br>**BASIC:** 4798 STERLING METALLIC<br>Montage Wall-Attachment<br>Bracket.<br>SPECIAL<br>*Size:, (96"H) nom.<br>*Sized for use with standard 86"H<br>Frame and standard 10"H Stack-On<br>Frame.<br>Or<br>Standard 55"H Frame and (2)<br>standard 20"H Stack-On Frames.<br>Reference Documents:<br>00002436<br>**Eng Quote** CA022264<br>**Eng Quote Product ID** CA00034736<br>Steelcase | 2T | 177.62<br>428.00<br>58.50% | 355.24 |
| 24 | **ZBC48** - Cover-Base, Plain, 48W<br>**BASIC:** 4798 STERLING METALLIC<br>Montage Door Tie Plate - 126"W<br>To Fit -<br>Frame - 42"W<br>Door - 42"W<br>Frame - 42"W<br>Total Width - 126"W<br>Reference Documents:<br>00002642<br>00003148<br>00001319<br>00002643<br>00002483<br>00002081<br>00002638<br>00002907<br>00002796<br>00002838<br>00002711 | 1T | 135.29<br>326.00<br>58.50% | 135.29 |

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Santa Clara, CA 95050
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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 24 | 00002819<br>00003141<br>00003086<br>**Eng Quote** CA009774<br>**Eng Quote Product ID** CA00017167<br>Steelcase | | | |
| 25 | **SHIM** - Shim<br>1/2" x 3"w x 90" tall<br>Finish:4798 Sterling<br>ONEWORKPLA | 2T | 164.29<br>0.00<br>0.00% | 328.58 |
| 26 | **SHIM** - Shim<br>1/2" x 3"w x 36" tall<br>Finish:4798 Sterling<br>ONEWORKPLA | 1T | 135.71<br>0.00<br>0.00% | 135.71 |
| 27 | **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 11T | 125.00<br>0.00<br>0.00% | 1,375.00 |
| 28 | **23030226T** - Labor to deliver, install. ( Only panels in this scope of work. Furn. to be places by client on later a date ) ( PI<br>See Refurb for pricing shims )<br><br>- 42" (4) Answer panels to separate two work stations. Mount to wall and 1 Shim<br>- 96" (3) Montage panels(1 w/glass) and (1) Montage Swing Door. Mount to wall and 1 Shim<br><br>Regular business hours: Prevailing Wage OWI Labor<br>( Please See Refurb for pricing shims )<br>ONEWORKPLA | 1T | 3,328.57<br>0.00<br>0.00% | 3,328.57 |

| Quotation Totals | |
|---|---|
| **Sub Total** | 15,572.81 |
| Estimated Tax Rate - 8.750% | 1,071.37 |
| California Maximum Rate - 10.75% | 357.82 |
| **Grand Total** | **17,002.00** |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

**End of Quotation**

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Santa Clara, CA 95050
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# Quotation 680458

**Quote Date** 03/09/23
**Project** 223519
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Sylvia Solis
Social Services, Co of Mty
200 BROADWAY ST
King City CA 93930-2865

**Phone** +1 +1 +1 (831) 755-4
SolisS@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

*****200 Broadway Lobby*****

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.**

**Pricing is based on a single delivery during regular hours with elevator accessibility.**

**Please Note: All areas must be free and clear prior to arrival. Any standby time and/or rescheduling may incur additional charges.**

**A signed copy of this quote and/or purchase order is required to place order.**

**Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.**

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **PAS.FS1.OS1** - PASEA MINI ROUND OTTOMAN | 6T | 371.22<br>807.00<br>54.00% | 2,227.32 |
| | **Base Color:** | | | |
| | **LBC2:** Graphite | | | |
| | **Table Top Selection:** | | | |
| | **TM0:** No Table Top | | | |
| | **~:** No Selection | | | |
| | **~:** No CAL 133 | | | |
| | **USU:** Single Upholstered | | | |
| | **FG2:** Fabric/Vinyl Grade 2 | | | |
| | **ELEMENT:** Element Standard Color Selection | | | |

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one workplace

Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
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## Quotation 680458



| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **COPPER:** Element Copper<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** OTT | | | |
| 2 | **PAS.FS17.SS1** - PASEA SINGLE SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** S1 | 8T | 844.10<br>1,835.00<br>54.00% | 6,752.80 |
| 3 | **PAS.FS17.SS2** - PASEA 1.5 SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:** | 4T | 1,028.10<br>2,235.00<br>54.00% | 4,112.40 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 3 **~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** S1.5 | | | |
| 4 **PAS.FS17.SS5** - PASEA 90 DEGREE CORNER SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** S2 | 4T | 1,273.74<br>2,769.00<br>54.00% | 5,094.96 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 5 | **PAS.FS18.BNS7** - 13" Rectangle Table<br>**Base Color:**<br>**LBC2:** Graphite<br>**Table Top Material:**<br>**TM3:** Laminate Top<br>**TL13:** Field Elm<br>**Top Rear Center Power Type Selection:**<br>**~:** No Selection<br>**Bench Single Upholstered:**<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** T1 | 5T | 566.26<br>1,231.00<br>54.00% | 2,831.30 |
| 6 | **PAS.XGV** - Ganging Bracket, one pair of gangers to connect to the right or left side<br>EXEMPLIS<br>**Tag For** T1 | 18T | 23.92<br>52.00<br>54.00% | 430.56 |
| 7 | **VRM.FS4.FM3.SW24** - AVIERA MULTI SEATING, Metal, 24W, START POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard) | 1T | 579.14<br>1,259.00<br>54.00% | 579.14 |

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oneworkplace.com

## Quotation 680458



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 7 **USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>EXEMPLIS<br>**Tag For** C1 | | | |
| 8 **VRM.FS4.FM3.SW30** - AVIERA MULTI SEATING, Metal, 30W, START POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**GLAZE:** Affinity Glaze<br>EXEMPLIS<br>**Tag For** C3 | 2T | 712.54<br>1,549.00<br>54.00% | 1,425.08 |
| 9 **VRM.FS5.FM3.SW24** - AVIERA MULTI SEATING, Metal, 24W, CENTER POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap | 1T | 564.42<br>1,227.00<br>54.00% | 564.42 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 9 | **RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>EXEMPLIS<br>**Tag For** C4 | | | |
| 10 | **VRM.FS6.FM3.SW30** - AVIERA MULTI SEATING, Metal, 30W, END POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**GLAZE:** Affinity Glaze | 3T | 697.82<br>1,517.00<br>54.00% | 2,093.46 |

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| Description | | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 10 | EXEMPLIS<br>**Tag For** C2 | | | |
| 11 | **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 10T | 125.00<br>0.00<br>0.00% | 1,250.00 |
| 12 | **23030224T** - - Labor to deliver assemble place and gang together: Seating area with 13" rectangle tables.<br>Place single seating chairs and ancillary furniture per drawing provided<br><br>Regular business hours: OWI Labor<br>ONEWORKPLA | 1T | 2,487.14<br>0.00<br>0.00% | 2,487.14 |

| Quotation Totals | |
|---|---|
| **Sub Total** | 29,848.58 |
| Estimated Tax Rate - 8.750% | 2,611.75 |
| **Grand Total** | **32,460.33** |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

**End of Quotation**

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# Quotation 680469

**Quote Date** 03/09/23
**Project** 223524
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
Social Services, Co of Mty
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Sylvia Solis
Social Services, Co of Mty
116 BROADWAY ST
KING CITY CA 93930-2833

**Phone** +1 +1 +1 (831) 755-4
SolisS@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

*****116 Broadway Lobby*****

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.**

**Pricing is based on a single delivery during regular hours with elevator accessibility.**

**Please Note: All areas must be free and clear prior to arrival. Any standby time and/or rescheduling may incur additional charges.**

**A signed copy of this quote and/or purchase order is required to place order.**

**Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.**

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **PAS.FS1.OS1** - PASEA MINI ROUND OTTOMAN | 2T | 355.08<br>807.00<br>56.00% | 710.16 |
| | **Base Color:** | | | |
| | **LBC2:** Graphite | | | |
| | **Table Top Selection:** | | | |
| | **TM0:** No Table Top | | | |
| | **~:** No Selection | | | |
| | **~:** No CAL 133 | | | |
| | **USU:** Single Upholstered | | | |
| | **FG2:** Fabric/Vinyl Grade 2 | | | |
| | **ELEMENT:** Element Standard Color Selection | | | |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 1 **COPPER:** Element Copper<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** OTT | | | |
| 2 **PAS.FS17.SS1** - PASEA SINGLE SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** C1 | 4T | 807.40<br>1,835.00<br>56.00% | 3,229.60 |
| 3 **PAS.FS17.SS2** - PASEA 1.5 SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:** | 11T | 983.40<br>2,235.00<br>56.00% | 10,817.40 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 3 **~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** C1.5 | | | |
| 4 **PAS.FS17.SS3** - PASEA 120 DEGREE INNER SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** C120 | 1T | 1,447.16<br>3,289.00<br>56.00% | 1,447.16 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 5 | **PAS.FS18.BNS7** - 13" Rectangle Table<br>**Base Color:**<br>**LBC2:** Graphite<br>**Table Top Material:**<br>**TM3:** Laminate Top<br>**TL13:** Field Elm<br>**Top Rear Center Power Type Selection:**<br>**~:** No Selection<br>**Bench Single Upholstered:**<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** T1 | 4T | 541.64<br>1,231.00<br>56.00% | 2,166.56 |
| 6 | **PAS.FS2.BNS5** - PASEA 90 DEGREE CORNER BENCH<br>**Base Color:**<br>**LBC2:** Graphite<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**USU:** Single Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**COPPER:** Element Copper<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** C90 | 3T | 1,037.08<br>2,357.00<br>56.00% | 3,111.24 |
| 7 | **PAS.XGV** - Ganging Bracket, one pair of gangers to connect to the right or left side<br>EXEMPLIS<br>**Tag For** PAS.XGV | 19T | 22.88<br>52.00<br>56.00% | 434.72 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 8 | **VRM.FS4.FM3.SW24** - AVIERA MULTI SEATING, Metal, 24W, START POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>EXEMPLIS<br>**Tag For** S1 | 4T | 553.96<br>1,259.00<br>56.00% | 2,215.84 |
| 9 | **VRM.FS5.FM3.SW24** - AVIERA MULTI SEATING, Metal, 24W, CENTER POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:** | 2T | 539.88<br>1,227.00<br>56.00% | 1,079.76 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 9 | **~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**ASH:** Affinity Ash<br>EXEMPLIS<br>**Tag For** S2 | | | |
| 10 | **VRM.FS6.FM3.SW30** - AVIERA MULTI SEATING, Metal, 30W, END POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**GLAZE:** Affinity Glaze<br>EXEMPLIS<br>**Tag For** S3 | 4T | 667.48<br>1,517.00<br>56.00% | 2,669.92 |
| 11 | **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 10.25T | 125.00<br>0.00<br>0.00% | 1,281.25 |

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| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| 12 **23030223T** - - Labor to deliver assemble place and gang together:<br>Seating area with 13" rectangle tables.<br>Place single seating chairs and ancillary furniture per drawing provided<br><br>Regular business hours: OWI Labor<br>ONEWORKPLA | 1T | 2,655.71<br>0.00<br>0.00% | 2,655.71 |

| Quotation Totals | |
|---|---|
| **Sub Total** | 31,819.32 |
| Estimated Tax Rate - 8.750% | 2,784.19 |
| **Grand Total** | **34,603.51** |

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End of Quotation

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2500 De La Cruz
Santa Clara, CA 95050
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# Quotation 680745

**Quote Date** 03/09/23
**Project** 217982
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Sylvia Solis
Social Services, Co of Mty Room 124
730 LA GUARDIA ST
SALINAS CA 93905-3354

**Phone** +1 +1 +1 (831) 755-4
SolisS@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

****730 LG 125, 10 Sta Option 1****

Pricing is based on a single delivery during regular hours with elevator accessibility.

Pricing does not include the removal or the disposal of any existing furniture UNLESS OTHERWISE NOTED ON LABOR LINE

"PLEASE NOTE: ALL AREAS MUST BE FREE AND CLEAR PRIOR TO ARRIVAL. ANY STANDBY TIME AND/OR RESCHEDULING MAY INCURR ADDITIONAL CHARGES"

This quote expires in 30 days.

A signed copy of this quote and full payment is required to place order.

Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.

A friendly reminder; the following is the responsibility of the customer at time of install/service

· Work areas must be free and clear of all personal items and electronics, and files must be empty, if being moved, to prevent possible damage or injuries.

· IT personnel is needed to remove any existing computers, and remove/install data/phone cables, when necessary.

· Installation of new powered panel systems – A certified electrician is needed to connect the base feed to building power.

· Reconfiguration / Service on existing panel systems – We require that all workstations be powered down at the circuit breaker, or the base feed disconnected from the main power source by a certified electrician. This change is to prevent electrical shock, injury or even death, to our Installers, Drivers, Service Techs, Refurb Techs, Temporary Employees and Subcontractors.

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Santa Clara, CA 95050
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## Quotation 680745



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 1 **TS712UPHX** - Power infeed, 3+1, Multi purpose application, 12L in ft<br>Steelcase<br>**Tag For** 12 | 2T | 151.80<br>506.00<br>70.00% | 303.60 |
| 2 **TS2PBF22MC** - Pedestal-Mobile, Box / file, Seat cushion, 22 1/4D<br>**BASIC:** 4799 PLATINUM METALLIC<br>**UPHLSTRY:** 5F08 NAVY<br>**KEYS:** SK PLUG<br>**CASTER:** *OPT:CASTERS<br>**STANDARD:** STANDARD SMALL CASTER<br>**TRIM OPT:** *OPT:TRIM STRIP PULL OPTION<br>**NO TRIM:** STD:NO TRIM<br>**PULLS:** *OPT:PULL OPTIONS<br>**LEDGE:** LEDGE PULL<br>**PULL:** PULL<br>**METALLIC:** *PULL:METALLIC PAINT<br>**4799:** PLATINUM METALLIC<br>Steelcase<br>**Tag For** BF | 10T | 313.92<br>981.00<br>68.00% | 3,139.20 |
| 3 **4821410** - Amia; Chair, Upholstered, Arms<br>**PLASTIC:** 6205 BLACK<br>**UPHLSTRY:** 5F17 BLACK<br>**ARMS:** *OPT:ARM OPTIONS<br>**H/W/P/D:** STD:H/W/P/D ARMS<br>**SEAT HGT:** *OPT:BASE ASSY HEIGHT RANGE<br>**5" RANGE:** STD:5" PNEU SEAT HEIGHT RANGE<br>**BASE OPT:** *OPT:BASE OPTION<br>**PLASTIC:** STD:PLASTIC BASE<br>**CASTERS:** CASTERS<br>**HARD CST:** STD:HARD CASTERS<br>Steelcase<br>**Tag For** AMIA | 10T | 704.34<br>1,548.00<br>54.50% | 7,043.40 |
| 4 **TS71230SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 30W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP | 10T | 230.40<br>768.00<br>70.00% | 2,304.00 |

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## Quotation 680745



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 4 **TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/30-C | | | |
| 5  **TS71236SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 36W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/36-C | 4T | 248.40<br>828.00<br>70.00% | 993.60 |
| 6  **TS71242SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 42W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/42-C | 4T | 265.20<br>884.00<br>70.00% | 1,060.80 |
| 7  **TS71272SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 72W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP | 10T | 358.20<br>1,194.00<br>70.00% | 3,582.00 |

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## Quotation 680745



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 7 **METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/72-C | | | |
| 8 **TS71SSX** - Receptacle-System ground, Line 1, 3+1<br>**PLASTIC:** 6654 SAND<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase | 6T | 18.90<br>63.00<br>70.00% | 113.40 |
| 9 **TS72SSX** - Receptacle-System ground, Line 2, 3+1<br>**PLASTIC:** 6654 SAND<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase | 4T | 18.90<br>63.00<br>70.00% | 75.60 |
| 10 **TS730SHF** - Frame-Square, Horizontal package, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 30/42 | 10T | 51.30<br>171.00<br>70.00% | 513.00 |
| 11 **TS73630HS** - Panel skin-Hard surface, 36H x 30W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 20T | 96.00<br>320.00<br>70.00% | 1,920.00 |
| 12 **TS73636HS** - Panel skin-Hard surface, 36H x 36W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 54T | 100.50<br>335.00<br>70.00% | 5,427.00 |

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## Quotation 680745



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 13 **TS73642HS** - Panel skin-Hard surface, 36H x 42W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 14T | 106.80<br>356.00<br>70.00% | 1,495.20 |
| 14 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 36/42 | 24T | 54.30<br>181.00<br>70.00% | 1,303.20 |
| 15 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STD:Std Top Cap<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 36/42 | 3T | 54.30<br>181.00<br>70.00% | 162.90 |
| 16 **TS742SEPJ** - Junction-End of run, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** E42 | 12T | 61.50<br>205.00<br>70.00% | 738.00 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 17 **TS742SHF** - Frame-Square, Horizontal package, 42W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 42/42 | 4T | 61.80<br>206.00<br>70.00% | 247.20 |
| 18 **TS742SHF** - Frame-Square, Horizontal package, 42W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STD:Std Top Cap<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 42/42 | 3T | 61.80<br>206.00<br>70.00% | 185.40 |
| 19 **TS742SIPJ** - Junction-In line, Square, 42H<br>Steelcase<br>**Tag For** I42 | 17T | 39.60<br>132.00<br>70.00% | 673.20 |
| 20 **TS742SLPJ** - Junction-L, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** L42 | 12T | 91.20<br>304.00<br>70.00% | 1,094.40 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 21 | **TS742STPJ** - Junction-T, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** T42 | 2T | 91.20<br>304.00<br>70.00% | 182.40 |
| 22 | **TS742SXPJ** - Junction-X, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** X42 | 3T | 86.40<br>288.00<br>70.00% | 259.20 |
| 23 | **TS74SSX** - Receptacle-System ground, Line 4, 3+1<br>**PLASTIC:** 6654 SAND<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase | 10T | 18.90<br>63.00<br>70.00% | 189.00 |
| 24 | **TS7PK36X** - Kit-Power, 3+1, 36W<br>Steelcase<br>**Tag For** PK | 27T | 93.30<br>311.00<br>70.00% | 2,519.10 |
| 25 | **TS7PK42X** - Kit-Power, 3+1, 42W<br>Steelcase<br>**Tag For** PK | 7T | 93.30<br>311.00<br>70.00% | 653.10 |
| 26 | **TS7STLS10** - In line-Spanning Top Cap, Package quantity 10,<br>Lightseal<br>Steelcase | 1T | 75.00<br>250.00<br>70.00% | 75.00 |
| 27 | **1-3068-3** - Rectangular Worksurface 30"D x 68"W x 1-1/4" thick, with WA # 4622-60 Grey Nebula laminate and Platinum 3mm pvc edgebanding detail.<br>ACTIONLAMI | 10T | 219.83<br>340.00<br>35.34% | 2,198.30 |
| 28 | **1-2545-3** - Rectangular Worksurface, 25"D x 45"W x 1-1/4" thick, with WA #4622-60 Grey Nebula lamiante and Platinum 3mm pvc edgebanding detail<br>ACTIONLAMI | 10T | 145.47<br>225.00<br>35.35% | 1,454.70 |
| 29 | **PS-26-CB-S** - Propel Series C-style metal base, 26-3/8" spread x 27-3/4" high, Silver powder coat finish. Includes 6" x 8" mounting plate and adjustable glides. For 30"d worksurfaces.<br>ACTIONLAMI | 20T | 178.45<br>276.00<br>35.34% | 3,569.00 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 30 | **HAT2--HI-L-SI** - Adjustable Height Table Base, 3 Stage, Rectangular, 2 leg for tops (24"-30"D) X (46"-96"W), Silver<br>HATCollect<br>**Tag For** | 10T | 503.60<br>1,259.00<br>60.00% | 5,036.00 |
| 31 | **FREIGHT** - Freight<br>HATCollect | 1T | 500.00<br>0.00<br>0.00% | 500.00 |
| 32 | **LOCK9201FR** - Lock Cylinder-FR Series, Polished Chrome<br>**LOCK:** 9201 POLISHED CHROME<br>**KEYS:** SK RAND<br>Steelcase | 10T | N/C<br>0.00<br>0.00% | N/C |
| 33 | **EDGE2-SLV** - EDGE Dual monitor arm, weight capacity 6.5 - 17.6 lbs per arm, w/ desk clamp & grommet mount. Silver<br>ESIERGONOM | 10T | 428.00<br>856.00<br>50.00% | 4,280.00 |
| 34 | **SEC-4U-S-72** - Seclusion Series 4 Power, 2 USB unit, Finihs: Silver, 72” cord length<br>Finish: Silver<br><br>add: SEC-CLAMP (Black Seclusion Clamp)<br>Electri-Ca | 10T | 201.75<br>0.00<br>0.00% | 2,017.50 |
| 35 | **USB SURCHARGE** - ECA Material Surcharge for products containing USB circuit boards<br>Electri-Ca | 1T | 60.52<br>0.00<br>0.00% | 60.52 |
| 37 | **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 15T | 125.00<br>0.00<br>0.00% | 1,875.00 |
| 38 | **PROJECT MANAGEMENT** - Project Management<br>ONEWORKPLA | 29T | 125.00<br>0.00<br>0.00% | 3,625.00 |
| 39 | **23030221** - 10 Station – build answer cubes, 1 three pack and 1 seven Pack, build HA desks (w/monitor arm, cable tray, power module, fixed returns with Ped and Task Chair for each station<br>ONEWORKPLA | 1T | 11,707.14<br>0.00<br>0.00% | 11,707.14 |

| Quotation Totals | |
|---|---|
| **Sub Total** | 72,576.06 |
| Estimated Tax Rate - 9.250% | 6,713.29 |
| **Grand Total** | **79,289.35** |

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*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

End of Quotation

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# Quotation 680746

**Quote Date** 03/09/23
**Project** 217982
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

**MOCO 730 LG, 15 Sta Option 2**

Pricing is based on a single delivery during regular hours with elevator accessibility.

Pricing does not include the removal or the disposal of any existing furniture UNLESS OTHERWISE NOTED ON LABOR LINE

"PLEASE NOTE: ALL AREAS MUST BE FREE AND CLEAR PRIOR TO ARRIVAL. ANY STANDBY TIME AND/OR RESCHEDULING MAY INCURR ADDITIONAL CHARGES"

This quote expires in 30 days.

A signed copy of this quote and full payment is required to place order.

Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.

A friendly reminder; the following is the responsibility of the customer at time of install/service

· Work areas must be free and clear of all personal items and electronics, and files must be empty, if being moved, to prevent possible damage or injuries.

· IT personnel is needed to remove any existing computers, and remove/install data/phone cables, when necessary.

· Installation of new powered panel systems – A certified electrician is needed to connect the base feed to building power.

· Reconfiguration / Service on existing panel systems – We require that all workstations be powered down at the circuit breaker, or the base feed disconnected from the main power source by a certified electrician. This change is to prevent electrical shock, injury or even death, to our Installers, Drivers, Service Techs, Refurb Techs, Temporary Employees and Subcontractors.

| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|

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## Quotation 680746



| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **TS712UPHX** - Power infeed, 3+1, Multi purpose application, 12L in ft<br>Steelcase<br>**Tag For** 12 | 4T | 151.80<br>506.00<br>70.00% | 607.20 |
| 2 | **TS2PBF22MC** - Pedestal-Mobile, Box / file, Seat cushion, 22 1/4D<br>**BASIC:** 4799 PLATINUM METALLIC<br>**UPHLSTRY:** 5F08 NAVY<br>**KEYS:** SK PLUG<br>**CASTER:** *OPT:CASTERS<br>**STANDARD:** STANDARD SMALL CASTER<br>**TRIM OPT:** *OPT:TRIM STRIP PULL OPTION<br>**NO TRIM:** STD:NO TRIM<br>**PULLS:** *OPT:PULL OPTIONS<br>**LEDGE:** LEDGE PULL<br>**PULL:** PULL<br>**METALLIC:** *PULL:METALLIC PAINT<br>**4799:** PLATINUM METALLIC<br>Steelcase<br>**Tag For** BF | 15T | 313.92<br>981.00<br>68.00% | 4,708.80 |
| 3 | **4821410** - Amia; Chair, Upholstered, Arms<br>**PLASTIC:** 6205 BLACK<br>**UPHLSTRY:** 5F17 BLACK<br>**ARMS:** *OPT:ARM OPTIONS<br>**H/W/P/D:** STD:H/W/P/D ARMS<br>**SEAT HGT:** *OPT:BASE ASSY HEIGHT RANGE<br>**5" RANGE:** STD:5" PNEU SEAT HEIGHT RANGE<br>**BASE OPT:** *OPT:BASE OPTION<br>**PLASTIC:** STD:PLASTIC BASE<br>**CASTERS:** CASTERS<br>**HARD CST:** STD:HARD CASTERS<br>Steelcase<br>**Tag For** AMIA | 15T | 704.34<br>1,548.00<br>54.50% | 10,565.10 |
| 4 | **TS71230SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 30W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP | 15T | 230.40<br>768.00<br>70.00% | 3,456.00 |

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| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| 4 **TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/30-C | | | |
| 5  **TS71236SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 36W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/36-C | 4T | 248.40<br>828.00<br>70.00% | 993.60 |
| 6  **TS71242SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 42W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/42-C | 4T | 265.20<br>884.00<br>70.00% | 1,060.80 |
| 7  **TS71272SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 72W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP | 16T | 358.20<br>1,194.00<br>70.00% | 5,731.20 |

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## Quotation 680746



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 7 **METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** FG/72-C | | | |
| 8 **TS71SSX** - Receptacle-System ground, Line 1, 3+1<br>**PLASTIC:** 6654 SAND<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase | 11T | 18.90<br>63.00<br>70.00% | 207.90 |
| 9 **TS72SSX** - Receptacle-System ground, Line 2, 3+1<br>**PLASTIC:** 6654 SAND<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase | 4T | 18.90<br>63.00<br>70.00% | 75.60 |
| 10 **TS730SHF** - Frame-Square, Horizontal package, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 30/42 | 15T | 51.30<br>171.00<br>70.00% | 769.50 |
| 11 **TS73630HS** - Panel skin-Hard surface, 36H x 30W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 30T | 96.00<br>320.00<br>70.00% | 2,880.00 |
| 12 **TS73636HS** - Panel skin-Hard surface, 36H x 36W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 88T | 100.50<br>335.00<br>70.00% | 8,844.00 |

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## Quotation 680746



| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| 13 **TS73642HS** - Panel skin-Hard surface, 36H x 42W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase | 22T | 106.80<br>356.00<br>70.00% | 2,349.60 |
| 14 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 36/42 | 36T | 54.30<br>181.00<br>70.00% | 1,954.80 |
| 15 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STD:Std Top Cap<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 36/42 | 8T | 54.30<br>181.00<br>70.00% | 434.40 |
| 16 **TS742SEPJ** - Junction-End of run, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** E42 | 19T | 61.50<br>205.00<br>70.00% | 1,168.50 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 17 **TS742SHF** - Frame-Square, Horizontal package, 42W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 42/42 | 4T | 61.80<br>206.00<br>70.00% | 247.20 |
| 18 **TS742SHF** - Frame-Square, Horizontal package, 42W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STD:Std Top Cap<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** 42/42 | 7T | 61.80<br>206.00<br>70.00% | 432.60 |
| 19 **TS742SIPJ** - Junction-In line, Square, 42H<br>Steelcase<br>**Tag For** I42 | 27T | 39.60<br>132.00<br>70.00% | 1,069.20 |
| 20 **TS742SLPJ** - Junction-L, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** L42 | 20T | 91.20<br>304.00<br>70.00% | 1,824.00 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 21 **TS742STPJ** - Junction-T, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** T42 | 5T | 91.20<br>304.00<br>70.00% | 456.00 |
| 22 **TS742SXPJ** - Junction-X, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** X42 | 3T | 86.40<br>288.00<br>70.00% | 259.20 |
| 23 **TS74SSX** - Receptacle-System ground, Line 4, 3+1<br>**PLASTIC:** 6654 SAND<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase | 15T | 18.90<br>63.00<br>70.00% | 283.50 |
| 24 **TS7PK36X** - Kit-Power, 3+1, 36W<br>Steelcase<br>**Tag For** PK | 41T | 93.30<br>311.00<br>70.00% | 3,825.30 |
| 25 **TS7PK42X** - Kit-Power, 3+1, 42W<br>Steelcase<br>**Tag For** PK | 11T | 93.30<br>311.00<br>70.00% | 1,026.30 |
| 26 **TS7STLS1** - In line-Spanning Top Cap, Package quantity 1,<br>Lightseal<br>Steelcase | 6T | 7.50<br>25.00<br>70.00% | 45.00 |
| 27 **TS7STLS10** - In line-Spanning Top Cap, Package quantity 10,<br>Lightseal<br>Steelcase | 1T | 75.00<br>250.00<br>70.00% | 75.00 |
| 28 **1-3068-3** - Rectangular Worksurface 30"D x 68"W x 1-1/4" thick, with WA # 4622-60 Grey Nebula laminate and Platinum 3mm pvc edgebanding detail.<br>ACTIONLAMI | 15T | 219.83<br>340.00<br>35.34% | 3,297.45 |
| 29 **1-2545-3** - Rectangular Worksurface, 25"D x 45"W x 1-1/4" thick, with WA #4622-60 Grey Nebula lamiante and Platinum 3mm pvc edgebanding detail<br>ACTIONLAMI | 15T | 145.47<br>225.00<br>35.35% | 2,182.05 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 30 | **PS-26-CB-S** - Propel Series C-style metal base, 26-3/8" spread x 27-3/4" high, Silver powder coat finish. Includes 6" x 8" mounting plate and adjustable glides. For 30"d worksurfaces.<br>ACTIONLAMI | 30T | 178.45<br>276.00<br>35.34% | 5,353.50 |
| 31 | **HAT2--HI-L-SI** - Adjustable Height Table Base, 3 Stage, Rectangular, 2 leg for tops (24"-30"D) X (46"-96"W), Silver<br>HATCollect<br>**Tag For** | 15T | 503.60<br>1,259.00<br>60.00% | 7,554.00 |
| 32 | **FREIGHT** - Freight<br>HATCollect | 1T | 750.00<br>0.00<br>0.00% | 750.00 |
| 33 | **LOCK9201FR** - Lock Cylinder-FR Series, Polished Chrome<br>**LOCK:** 9201 POLISHED CHROME<br>**KEYS:** SK RAND<br>Steelcase | 15T | N/C<br>0.00<br>0.00% | N/C |
| 34 | **EDGE2-SLV** - EDGE Dual monitor arm, weight capacity 6.5 - 17.6 lbs per arm, w/ desk clamp & grommet mount. Silver<br>ESIERGONOM | 15T | 428.00<br>856.00<br>50.00% | 6,420.00 |
| 35 | **SEC-4U-S-72** - Seclusion Series 4 Power, 2 USB unit, Finihs: Silver, 72” cord length<br>Finish: Silver<br><br>add: SEC-CLAMP (Black Seclusion Clamp)<br>Electri-Ca | 15T | 201.75<br>0.00<br>0.00% | 3,026.25 |
| 36 | **USB SURCHARGE** - Material Surcharge for products containing USB circuit boards<br>Electri-Ca | 1T | 90.79<br>0.00<br>0.00% | 90.79 |
| 37 | **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 15T | 125.00<br>0.00<br>0.00% | 1,875.00 |
| 38 | **PROJECT MANAGEMENT** - Project Management<br>ONEWORKPLA | 46T | 125.00<br>0.00<br>0.00% | 5,750.00 |
| 39 | **23030221** - 15 Station – build answer cubes, 1 single station, 1 two pack, one 4 pack and 1 eight pack, build HA desks (w/monitor arm, cable tray, power module), fixed returns with Ped and Task Chair for each station | 1T | 16,777.14<br>0.00<br>0.00% | 16,777.14 |

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|---|---|---|---|
| 39 Regular business hours: Prevailing Wage OWI Labor<br>* Cost includes Will Call<br>ONEWORKPLA | | | |

| Quotation Totals | |
|---|---|
| **Sub Total** | 108,426.48 |
| Estimated Tax Rate - 9.250% | 10,029.45 |
| **Grand Total** | **118,455.93** |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

End of Quotation

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# Quotation 688660

**Quote Date** 03/09/23
**Project** 223950
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty Suite 205 Lobby
1000 S MAIN ST
SALINAS CA 93901-2352

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

****Suite 205 Lobby*****

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.**

**Pricing is based on a single delivery during regular hours with elevator accessibility.**

**Please Note: All areas must be free and clear prior to arrival. Any standby time and/or rescheduling may incur additional charges.**

**A signed copy of this quote and/or purchase order is required to place order.**

**Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.**

| | Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| 1 | **VRM.FS4.FM3.SW30** - AVIERA MULTI SEATING, Metal, 30W, START POSITION<br>**Metal Frame Finish:**<br>**FCM1:** Silver Metalic<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC4:** Fog<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier | 1T | 793.04 | 793.04 |

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| | Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| 1 | **CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**PLATINUM:** Affinity Platinum<br>**(MS):** Seat Multiple Upholstered<br>**FG4:** Fabric/Vinyl Grade 4<br>**SILI-TEX LEATHER:** Sili-Tex Leather Standard Color Selection<br>**STREAM:** Sili-Tex Leather Stream<br>EXEMPLIS<br>**Tag For** VRM.FS4.FM3.SW30 | | | |
| 2 | **VRM.FS5.FM3.SW21** - AVIERA MULTI SEATING, Metal, 21W, CENTER POSITION<br>**Metal Frame Finish:**<br>**FCM1:** Silver Metalic<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC4:** Fog<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered | 1T | 615.48 | 615.48 |

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| Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| 2 **FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**PLATINUM:** Affinity Platinum<br>**(MS):** Seat Multiple Upholstered<br>**FG4:** Fabric/Vinyl Grade 4<br>**SILI-TEX LEATHER:** Sili-Tex Leather Standard Color Selection<br>**STREAM:** Sili-Tex Leather Stream<br>EXEMPLIS<br>**Tag For** VRM.FS5.FM3.SW21 | | | |
| 3 **VRM.FS6.FM3.SW21** - AVIERA MULTI SEATING, Metal, 21W, END POSITION<br>**Metal Frame Finish:**<br>**FCM1:** Silver Metalic<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC4:** Fog<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**PLATINUM:** Affinity Platinum<br>**(MS):** Seat Multiple Upholstered<br>**FG4:** Fabric/Vinyl Grade 4<br>**SILI-TEX LEATHER:** Sili-Tex Leather Standard Color Selection<br>**STREAM:** Sili-Tex Leather Stream | 1T | 615.48 | 615.48 |

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| | Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| 3 | EXEMPLIS<br>**Tag For** VRM.FS6.FM3.SW21 | | | |
| 4 | **NNO.FS13** - NANO TRIANGLE<br>**Table Top Selection:**<br>**TM0:** No Table Top<br>**~:** No Moisture Barrier<br>**USU:** Single Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**MAIZE:** Element Maize<br>**Glide Options:**<br>**LS1:** Fixed Glides<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS | 2T | 285.20 | 570.40 |
| 5 | **PAS.FS17.SS1** - PASEA SINGLE SEAT<br>**Base Color:**<br>**LBC3:** Slate<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG4:** Fabric/Vinyl Grade 4<br>**SILI-TEX LEATHER:** Sili-Tex Leather Standard Color Selection<br>**STREAM:** Sili-Tex Leather Stream<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection | 1T | 868.48 | 868.48 |

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| Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| 5 **PLATINUM:** Affinity Platinum<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS | | | |
| 6 **PAS.FS17.SS2** - PASEA 1.5 SEAT<br>**Base Color:**<br>**LBC3:** Slate<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG4:** Fabric/Vinyl Grade 4<br>**SILI-TEX LEATHER:** Sili-Tex Leather Standard Color Selection<br>**STREAM:** Sili-Tex Leather Stream<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**PLATINUM:** Affinity Platinum<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS | 1T | 1,058.46 | 1,058.46 |
| 7 **MISC DECORATIVE LIGH** - Decorative Light Covers<br>Dimensions: 23.39 x 23.39<br>AmericanEx | 4T | 71.36 | 285.44 |
| 8 **FREIGHT** - Freight<br>AmericanEx | 1T | 22.00 | 22.00 |
| 9 **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 10T | 125.00 | 1,250.00 |
| 10 **23030220T** - - Labor to deliver, assemble, place and replace: ( | 1T | 878.57 | 878.57 |

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| Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| 10 Ceiling is 8' - 9' high )<br>(1) 3-Seat ganged chairs w/ arms, (2) Single Lounge, no arms, (2) Small Ottomans<br>(4) Fluorescent light covers ( Leave existing covers for facilities )<br><br>Regular business hours: OWS Labor ( 16' Box Van )<br>ONEWORKPLA | | | |

| Quotation Totals | |
|---|---|
| Sub Total | 6,957.35 |
| Estimated Tax Rate - 9.250% | 643.55 |
| **Grand Total** | **7,600.90** |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

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# Quotation 688673

**Quote Date** 03/09/23
**Project** 223950
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
Social Services, Co of Mty
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty Suite 209 Lobby
1000 S MAIN ST
SALINAS CA 93901-2352

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

***Suite 209 Lobby***

All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).

Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.

Pricing is based on a single delivery during regular hours with elevator accessibility.

Please Note: All areas must be free and clear prior to arrival. Any standby time and/or rescheduling may incur additional charges.

A signed copy of this quote and/or purchase order is required to place order.

Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **NNO.FS13** - NANO TRIANGLE | 3T | 308.20<br>670.00<br>54.00% | 924.60 |
| | **Table Top Selection:** | | | |
| | **TM0:** No Table Top | | | |
| | **~:** No Moisture Barrier | | | |
| | **USU:** Single Upholstered | | | |
| | **FG4:** Fabric/Vinyl Grade 4 | | | |
| | **SILI-TEX ORIGINAL:** Sili-Tex Original Standard Color Selection | | | |
| | **THUNDER:** Sili-Tex Original Thunder | | | |
| | **Glide Options:** | | | |
| | **LS1:** Fixed Glides | | | |

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# Quotation 688673



| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **CAL 133 Option:**<br>**~:** No CAL 133<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** NNO.FS13 | | | |
| 2 | **PAS.FS17.SS2** - PASEA 1.5 SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**STEEL:** Affinity Steel<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**STONE:** Affinity Stone<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** PAS.FS17.SS2 | 3T | 1,041.90<br>2,265.00<br>54.00% | 3,125.70 |
| 3 | **PAS.FS2.BNS4** - PASEA LEFT ANGLED END BENCH<br>**Base Color:**<br>**LBC2:** Graphite<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier | 1T | 786.60<br>1,710.00<br>54.00% | 786.60 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 3 | **CAL 133 Option:**<br>**~:** No CAL 133<br>**Bench Upholstered:**<br>**FG4:** Fabric/Vinyl Grade 4<br>**SILI-TEX ORIGINAL:** Sili-Tex Original Standard Color Selection<br>**THUNDER:** Sili-Tex Original Thunder<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** PAS.FS2.BNS4 | | | |
| 4 | **PAS.XGV** - Ganging Bracket, one pair of gangers to connect to the right or left side<br>EXEMPLIS<br>**Tag For** PAS.XGV | 2T | 23.92<br>52.00<br>54.00% | 47.84 |
| 5 | **VRG.FM3.SW21** - AVIERA GUEST CHAIR, Metal, 21W<br>**Metal Frame Finish:**<br>**FCM1:** Silver Metalic<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**STONE:** Affinity Stone<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection | 2T | 605.82<br>1,317.00<br>54.00% | 1,211.64 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 5 **STEEL:** Affinity Steel<br>**Ganging Brackets Selection:**<br>**XGV:** Ganging Brackets<br>EXEMPLIS<br>**Tag For** VRG.FM3.SW21 | | | |
| 6 **VRG.FM3.SW30** - AVIERA GUEST CHAIR, Metal, 30W<br>**Metal Frame Finish:**<br>**FCM1:** Silver Metalic<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**STONE:** Affinity Stone<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**AFFINITY:** Affinity Standard Color Selection<br>**STEEL:** Affinity Steel<br>**Ganging Brackets Selection:**<br>**~:** No Ganging Bracket<br>EXEMPLIS<br>**Tag For** VRG.FM3.SW30 | 1T | 764.98<br>1,663.00<br>54.00% | 764.98 |
| 7 **DECORATIVE LIGHT CVR** - Decorative Light Covers<br>2 x 2<br>SUPERBRIGH | 4T | 71.36<br>0.00<br>0.00% | 285.44 |

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# Quotation 688673



| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 8 | **FREIGHT** - Freight<br>SUPERBRIGH | 1T | 9.60<br>0.00<br>0.00% | 9.60 |
| 9 | **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 10T | 125.00<br>0.00<br>0.00% | 1,250.00 |
| 10 | **23030219T** - - Labor to deliver, assemble and place/attach:<br>(2) Guest Chairs, (1) Bariatric, (4) Bench Seats, (3) Small Ottomans<br>- Gang only 3 pieces<br>- Install (4) 2x2 Decorative Replacement Ceiling Lens Covers, ( Ceiling is 8' - 9' high )<br><br>Regular business hours: OWI Labor<br>ONEWORKPLA | 1T | 1,582.86<br>0.00<br>0.00% | 1,582.86 |

| Quotation Totals | |
|---|---|
| **Sub Total** | 9,989.26 |
| Estimated Tax Rate - 9.250% | 924.01 |
| **Grand Total** | **10,913.27** |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

**End of Quotation**

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# Quotation 688741

**Quote Date** 03/09/23
**Project** 223950
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty , Suite 216
1000 S MAIN ST
SALINAS CA 93901-2352

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

*****Life Foundation Lobby, Suite 216*****

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**Sales taxes shown are at current rates, but subject to change without notice to those rates applicable at the time of invoicing.**

**Pricing is based on a single delivery during regular hours with elevator accessibility.**

**Please Note: All areas must be free and clear prior to arrival. Any standby time and/or rescheduling may incur additional charges.**

**A signed copy of this quote and/or purchase order is required to place order.**

**Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.**

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **CBRKTS** - Bracket-Floor anchor<br>Steelcase | 7T | 18.90<br>63.00<br>70.00% | 132.30 |
| 2 | **1-2446-3** - Rectangular worksurface, 24"d x 46"w. 1-1/4" thick with WA #4622-60 Grey Nebula laminate and Platinum 3mm pvc edgebanding.<br>ACTIONLAMI<br>**Tag For** 1-2446-3 | 4T | 119.61<br>185.00<br>35.35% | 478.44 |
| 3 | **1-2448-3** - Rectangular worksurface, 24"d x 48"w. 1-1/4" thick with WA #4622-60 Grey Nebula laminate and Platinum 3mm pvc edgebanding. | 1T | 119.61<br>185.00<br>35.35% | 119.61 |

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## Quotation 688741



| | Description | | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|---|
| 3 | ACTIONLAMI<br>**Tag For** 1-2448-3 | | | | |
| 4 | **HAT2--HI-L-SI** - Adjustable Height Table Base, 3 Stage, Rectangular, 2 leg for tops (24"-30"D) X (46"-96"W), Silver<br>HATCollect<br>**Tag For** | | 5T | 503.60<br>1,259.00<br>60.00% | 2,518.00 |
| 5 | **ZB1PTR18** - Kit-Power, 4 circuit, 3+1, Pass through, 18W<br>Steelcase<br>**Tag For** PT | | 2T | 114.12<br>275.00<br>58.50% | 228.24 |
| 6 | **ZB1PW24** - Kit-Power, 3+1, 4 circuit, 24W<br>Steelcase<br>**Tag For** PK | | 3T | 156.87<br>378.00<br>58.50% | 470.61 |
| 7 | **ZB1PW30** - Kit-Power, 3+1, 4 circuit, 30W<br>Steelcase<br>**Tag For** PK | | 1T | 156.87<br>378.00<br>58.50% | 156.87 |
| 8 | **ZB1PW36** - Kit-Power, 3+1, 4 circuit, 36W<br>Steelcase<br>**Tag For** PK | | 4T | 156.87<br>378.00<br>58.50% | 627.48 |
| 9 | **ZB1R1SG** - Receptacle-System ground, Line 1, 4 circuit, 3+1<br>**PLASTIC:** 6249 PLATINUM SOLID<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase | | 4T | 26.14<br>63.00<br>58.51% | 104.56 |
| 10 | **ZB1R2SG** - Receptacle-System ground, Line 2, 4 circuit, 3+1<br>**PLASTIC:** 6249 PLATINUM SOLID<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase | | 4T | 26.14<br>63.00<br>58.51% | 104.56 |
| 11 | **ZBC18** - Cover-Base, Plain, 18W<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** BC | | 4T | 31.54<br>76.00<br>58.50% | 126.16 |
| 12 | **ZBC24** - Cover-Base, Plain, 24W<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** BC | | 3T | 31.54<br>76.00<br>58.50% | 94.62 |

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|---|---|---|---|
| 13 **ZBC30** - Cover-Base, Plain, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** BC | 7T | 31.54<br>76.00<br>58.50% | 220.78 |
| 14 **ZBC36** - Cover-Base, Plain, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** BC | 4T | 31.54<br>76.00<br>58.50% | 126.16 |
| 15 **ZET86** - End trim, Vertical, 86H<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** E86 | 3T | 58.51<br>141.00<br>58.50% | 175.53 |
| 16 **ZFE2486** - Frame, Enhanced, Base cavity, 4 high, 24W x 86H<br>**FRAME:** 4798 STERLING METALLIC<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTION<br>**TOP CAP:** STD:STL TOP CAP<br>Steelcase<br>**Tag For** 24/86 | 3T | 388.85<br>937.00<br>58.50% | 1,166.55 |
| 17 **ZFE3086** - Frame-Enhanced, Base cavity, 4 high, 30W x 86H<br>**FRAME:** 4798 STERLING METALLIC<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTION<br>**TOP CAP:** STD:STL TOP CAP<br>Steelcase<br>**Tag For** 30/86 | 4T | 418.32<br>1,008.00<br>58.50% | 1,673.28 |
| 18 **ZFE3686** - Frame-Enhanced, Base cavity, 4 high, 36W x 86H<br>**FRAME:** 4798 STERLING METALLIC<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTION<br>**TOP CAP:** STD:STL TOP CAP<br>Steelcase<br>**Tag For** 36/86 | 4T | 453.18<br>1,092.00<br>58.50% | 1,812.72 |
| 19 **ZJT888** - Junction-T, 86 to 86 to 86 application<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase | 3T | 99.18<br>239.00<br>58.50% | 297.54 |

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|---|---|---|---|
| 19 **Tag For** T86 | | | |
| 20 **ZPBC24B** - Base cover-Power, 24L<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** BP | 3T | 30.71<br>74.00<br>58.50% | 92.13 |
| 21 **ZPBC30B** - Base cover-Power, 30L<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** BP | 1T | 30.71<br>74.00<br>58.50% | 30.71 |
| 22 **ZPBC36B** - Base cover-Power, 36L<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** BP | 4T | 30.71<br>74.00<br>58.50% | 122.84 |
| 23 **ZTAE2420** - Tile-Enhanced, Tackable acoustical, 24W x 20H<br>**SURFACE:** P536 IRON<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase | 3T | 81.34<br>196.00<br>58.50% | 244.02 |
| 24 **ZTAE3020** - Tile-Enhanced, Tackable acoustical, 30W x 20H<br>**SURFACE:** P536 IRON<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase | 7T | 97.11<br>234.00<br>58.50% | 679.77 |
| 25 **ZTAE3620** - Tile-Enhanced, Tackable acoustical, 36W x 20H<br>**SURFACE:** P536 IRON<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase | 4T | 112.46<br>271.00<br>58.50% | 449.84 |
| 26 **ZTGE2420** - Tile-Enhanced, Glass, 24W x 20H<br>**BASIC:** 4798 STERLING METALLIC<br>**SURFACE:** 6500 CLEAR GLASS<br>Steelcase | 6T | 285.52<br>688.00<br>58.50% | 1,713.12 |
| 27 **ZTGE3020** - Tile-Enhanced, Glass, 30W x 20H<br>**BASIC:** 4798 STERLING METALLIC<br>**SURFACE:** 6500 CLEAR GLASS | 8T | 308.76<br>744.00<br>58.50% | 2,470.08 |

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| | Description | | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|---|
| 27 | Steelcase | | | | |
| 28 | **ZTGE3620** - Tile-Enhanced, Glass, 36W x 20H<br>**BASIC:** 4798 STERLING METALLIC<br>**SURFACE:** 6500 CLEAR GLASS<br>Steelcase | | 3T | 332.41<br>801.00<br>58.50% | 997.23 |
| 29 | **ZTGE3620** - Tile-Enhanced, Glass, 36W x 20H<br>**BASIC:** 4798 STERLING METALLIC<br>**SURFACE:** 6500 CLEAR GLASS<br>Montage Glass Tile Package,<br>20"H X 36"W. Clear Glass.<br>Special,<br>* to include (1) Piece of Glass.<br>* Glass to be 6mm Thickness Clear Glass,<br>* With qty of (7) 1/2" diameter holes centered left to right and approximate 6" from the top edge of passthru to start of hole cutouts. See document for hole configuration.<br>* Also With a 4" x 12" pass-through at bottom of glass.<br>* Polished Edges on all holes/cut-outs<br>* Trim Pieces modified to allow for glass to be centered in frame.<br>Reference Documents:<br>00002391<br>00002726<br>**Eng Quote** CA021741<br>**Eng Quote Product ID** CA00050238<br>Steelcase | | 5T | 592.20<br>1,427.00<br>58.50% | 2,961.00 |
| 30 | **ZTLS2420** - Tile-Segmented, Laminate, 24W x 20H<br>**SURFACE:** 2410 GRAPHITE WALNUT (HPL)<br>Steelcase | | 3T | 178.86<br>431.00<br>58.50% | 536.58 |
| 31 | **ZTLS3020** - Tile-Segmented, Laminate, 30W x 20H<br>**SURFACE:** 2410 GRAPHITE WALNUT (HPL)<br>Steelcase | | 1T | 199.20<br>480.00<br>58.50% | 199.20 |
| 32 | **ZTLS3620** - Tile-Segmented, Laminate, 36W x 20H<br>**SURFACE:** 2410 GRAPHITE WALNUT (HPL)<br>Steelcase | | 4T | 231.57<br>558.00<br>58.50% | 926.28 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 33 **ZTSE2420** - Tile-Enhanced, Non tackable, 24W x 20H<br>**SURF OPT:** *OPT:SURFACE OPTIONS<br>**PAINT:** PAINTED SURFACE<br>**SURFACE:** SURFACE<br>**METALLIC:** *SURFACE:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>Steelcase | 6T | 49.38<br>119.00<br>58.50% | 296.28 |
| 34 **ZTSE3020** - Tile-Enhanced, Non tackable, 30W x 20H<br>**SURF OPT:** *OPT:SURFACE OPTIONS<br>**PAINT:** PAINTED SURFACE<br>**SURFACE:** SURFACE<br>**METALLIC:** *SURFACE:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>Steelcase | 8T | 56.44<br>136.00<br>58.50% | 451.52 |
| 35 **ZTSE3620** - Tile-Enhanced, Non tackable, 36W x 20H<br>**SURF OPT:** *OPT:SURFACE OPTIONS<br>**PAINT:** PAINTED SURFACE<br>**SURFACE:** SURFACE<br>**METALLIC:** *SURFACE:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>Steelcase | 8T | 63.49<br>153.00<br>58.50% | 507.92 |
| 36 **ZWS86** - Bracket-Wall attachment, 86H<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** WS86 | 1T | 148.57<br>358.00<br>58.50% | 148.57 |
| 37 **ZWS86** - Bracket-Wall attachment, 86H<br>**BASIC:** 4798 STERLING METALLIC<br>Montage Wall Attachment Bracket, SPECIAL<br>* Size: (86"H)<br>* With Adjustable Range of 1 1/2"-2".<br>Reference Documents:<br>00002426<br>**Eng Quote** CA015129<br>**Eng Quote Product ID** CA00017246<br>Steelcase | 1T | 169.32<br>408.00<br>58.50% | 169.32 |

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|---|---|---|---|---|
| 38 | **ZB1BPI12** - Base power in, 3+1, 4 circuit, 12L in ft<br>Steelcase<br>**Tag For** BPI/12 | 1T | 191.31<br>461.00<br>58.50% | 191.31 |
| 39 | **CPU01** - CPU Holder w/ nylon security bands<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** CPU01 | 5T | 109.00<br>218.00<br>50.00% | 545.00 |
| 40 | **FCH4-DSK** - Desktop Power Module Including (2) AC Power and (2) USB-A Outlets. Mounts on Top or Under Desk<br>**FINISH:**<br>**WHT:** White<br>ESIERGONOM<br>**Tag For** FCH4-DSK | 5T | 133.00<br>266.00<br>50.00% | 665.00 |
| 41 | **PAS.FS1.OS1** - PASEA MINI ROUND OTTOMAN<br>**Base Color:**<br>**LBC2:** Graphite<br>**Table Top Selection:**<br>**TM0:** No Table Top<br>**~:** No Selection<br>**~:** No CAL 133<br>**USU:** Single Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** PAS.FS1.OS1 | 3T | 371.22<br>807.00<br>54.00% | 1,113.66 |
| 42 | **PAS.FS17.SS1** - PASEA SINGLE SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier | 2T | 846.86<br>1,841.00<br>54.00% | 1,693.72 |

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|---|---|---|---|
| 42 **CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>**(MB):** Back Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**COPPER:** Element Copper<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** PAS.FS17.SS1 | | | |
| 43 **PAS.FS17.SS2** - PASEA 1.5 SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Power Selection:**<br>**~:** No Power<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**UMU:** Multiple Upholstered<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>**(MB):** Back Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**COPPER:** Element Copper<br>**Packaging:** | 12T | 1,032.24<br>2,244.00<br>54.00% | 12,386.88 |

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|---|---|---|---|
| 43 **P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** PAS.FS17.SS2 | | | |
| 44 **PAS.FS17.SS3** - PASEA 120 DEGREE INNER SEAT<br>**Base Color:**<br>**LBC2:** Graphite<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** PAS.FS17.SS3 | 1T | 1,480.28<br>3,218.00<br>54.00% | 1,480.28 |
| 45 **PAS.FS18.BNS7** - 13" Rectangle Table<br>**Base Color:**<br>**LBC2:** Graphite<br>**Table Top Material:**<br>**TM3:** Laminate Top<br>**TL17:** Classic Linen<br>**Top Rear Center Power Type Selection:**<br>**~:** No Selection<br>**Bench Single Upholstered:**<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** PAS.FS18.BNS7 | 4T | 573.16<br>1,246.00<br>54.00% | 2,292.64 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 46 | **PAS.FS2.BNS6** - PASEA 120 DEGREE CORNER BENCH<br>**Base Color:**<br>**LBC2:** Graphite<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Fabric Option:**<br>**USU:** Single Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>**Packaging:**<br>**P1:** Fully assembled in carton<br>EXEMPLIS<br>**Tag For** PAS.FS2.BNS6 | 1T | 1,098.02<br>2,387.00<br>54.00% | 1,098.02 |
| 47 | **PAS.XGV** - Ganging Bracket, one pair of gangers to connect to the right or left side<br>EXEMPLIS<br>**Tag For** PAS.FS17.SS2 | 15T | 23.92<br>52.00<br>54.00% | 358.80 |
| 48 | **VRM.FS4.FM3.SW21** - AVIERA MULTI SEATING, Metal, 21W, START POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard) | 5T | 581.90<br>1,265.00<br>54.00% | 2,909.50 |

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|---|---|---|---|
| 48 **UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>EXEMPLIS<br>**Tag For** Start CH2 | | | |
| 49 **VRM.FS4.FM3.SW21** - AVIERA MULTI SEATING, Metal, 21W, START POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG7:** Fabric/Vinyl Grade 7<br>**SILICA JIG:** Silica JIG Standard Color Selection<br>**SJ TR:** Silica Jig Truffle<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection | 4T | 762.22<br>1,657.00<br>54.00% | 3,048.88 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 49 | **MICA:** Optima Mica<br>EXEMPLIS<br>**Tag For** Start CH1 | | | |
| 50 | **VRM.FS4.FM3.SW30** - AVIERA MULTI SEATING, Metal, 30W, START POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>EXEMPLIS<br>**Tag For** Start Bari | 4T | 732.78<br>1,593.00<br>54.00% | 2,931.12 |
| 51 | **VRM.FS5.FM3.SW21** - AVIERA MULTI SEATING, Metal, 21W, CENTER POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard | 9T | 747.50<br>1,625.00<br>54.00% | 6,727.50 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 51 **Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG7:** Fabric/Vinyl Grade 7<br>**SILICA JIG:** Silica JIG Standard Color Selection<br>**SJ TR:** Silica Jig Truffle<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>EXEMPLIS<br>**Tag For** Cen CH3 | | | |
| 52 **VRM.FS6.FM3.SW21** - AVIERA MULTI SEATING, Metal, 21W, END POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:** | 6T | 567.18<br>1,233.00<br>54.00% | 3,403.08 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| **52** **~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O<br>**(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>EXEMPLIS<br>**Tag For** End CH4 | | | |
| **53** **VRM.FS6.FM3.SW30** - AVIERA MULTI SEATING, Metal, 30W, END POSITION<br>**Metal Frame Finish:**<br>**FCM2:** Graphite<br>**AVIERA Back Style:**<br>**BH1:** Guest Standard<br>**Arm Cap:**<br>**ACP4:** Urethane Arm Cap<br>**RMC5:** Dark Grey<br>**Moisture Barrier:**<br>**~:** No Moisture Barrier<br>**CAL 133 Option:**<br>**~:** No CAL 133<br>**Aviera Power Option:**<br>**~:** No Selection<br>**Arm Style Selection:**<br>**AT1:** Open (Standard)<br>**UMU:** Multiple Upholstered<br>**(MB):** Back Multiple Upholstered<br>**FG2:** Fabric/Vinyl Grade 2<br>**ELEMENT:** Element Standard Color Selection<br>**H2O:** Element H2O | 7T | 718.06<br>1,561.00<br>54.00% | 5,026.42 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 53 **(MS):** Seat Multiple Upholstered<br>**FG3:** Fabric/Vinyl Grade 3<br>**OPTIMA:** Optima Standard Color Selection<br>**MICA:** Optima Mica<br>EXEMPLIS<br>**Tag For** End Bari | | | |
| 54 **DECORATIVE LIGHT CVR** - Decorative Light Covers<br>2 x 4<br>SUPERBRIGH | 18T | 71.36<br>0.00<br>0.00% | 1,284.48 |
| 55 **FREIGHT** - LED Freight<br>SUPERBRIGH | 1T | 22.00<br>0.00<br>0.00% | 22.00 |
| 56 **FREIGHT** - HAT Freight<br>HATCollect | 1T | 250.00<br>0.00<br>0.00% | 250.00 |
| 57 **FREIGHT** - ESI Freight<br>ESIERGONOM | 1T | 31.25<br>0.00<br>0.00% | 31.25 |
| 58 **11** - DESIGN FEES FOR THE PLANNING AND PRODUCTION OF DIAGRAMS FOR THE APPLICATION OF FURNITURE ON THIS ORDER.<br>PENINSULA | 30T | 125.00<br>0.00<br>0.00% | 3,750.00 |
| 59 **22100085T** - - Labor to Tear down (11) 86"H Montage Panels and Rebuild using (9) Montage panels and (4)Height Adjustable Desks. (9) Task Chairs are existing, Reuse (1) 4/42 Lat File, New (7) CBRKTS Floor Anchor Bracket.<br><br>- Labor to deliver, assemble and place/attach: NEW Montage Panels and build 5 more HA desks w/ CPU holders and desk mounted electrical.<br>(4) 86"h Wall Starts, Lobby seating (ganged) (9) 3-Seaters, (4) 2-Seaters, (16) Bench Seating, (4) Ganged tables, (3) ottomans,<br><br>Regular business hours: OWI Labor<br>( 1 Will Call to Action Laminate for 5 Tops - Included in the Total Cost )<br>( Cost does not include placing excess parts in storage )<br>ONEWORKPLA | 1T | 13,462.86<br>0.00<br>0.00% | 13,462.86 |
| **Quotation Totals**<br>**Sub Total** | | | 88,302.82 |

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| | |
|---|---|
| Estimated Tax Rate - 9.250% | 8,168.01 |
| **Grand Total** | **96,470.83** |

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End of Quotation

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# Quotation 691688

**Quote Date** 03/09/23
**Project** 219694
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty
1000 S MAIN ST
SALINAS CA 93901-2352

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**CUBE BEST OPTION**

**Does Not Include labor**

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **ACTVDESKS2** - AMQ Activ Desk Stage 2<br>**Depth:** 30.00000<br>**Width:** 70.00000<br>**Worksurface Finish:** Woodgrain LPL 2LAW - ASH WENGE (LPL)<br>**Base Finish:** Paint F1 - Platinum<br>**Leg Type:** C-Leg<br>**Castors or Glides:** Glides<br>AMQSolutio<br>**Tag For** Cubes Best 30/70 | 6T | 568.24<br>1,357.00<br>58.13% | 3,409.44 |
| 2 | **AMQCFINTRODSLIDE** - CF Series Intro Dual Assembly with Universal Slider Bar Tilt Heads<br>**Arm Finish:** Textured Paint 7018 - PEWTER<br>**Bracket Type:** Dual C-Clamp<br>AMQSolutio<br>**Tag For** Cubes Best CFI-D-C | 6T | 326.83<br>769.00<br>57.50% | 1,960.98 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 3 **TS2PBF22MC** - Pedestal-Mobile, Box / file, Seat cushion, 22 1/4D<br>**BASIC:** 4799 PLATINUM METALLIC<br>**UPHLSTRY:** 5F08 NAVY<br>**KEYS:** SK PLUG<br>**CASTER:** *OPT:CASTERS<br>**STANDARD:** STANDARD SMALL CASTER<br>**TRIM OPT:** *OPT:TRIM STRIP PULL OPTION<br>**NO TRIM:** STD:NO TRIM<br>**PULLS:** *OPT:PULL OPTIONS<br>**LEDGE:** LEDGE PULL<br>**PULL:** PULL<br>**METALLIC:** *PULL:METALLIC PAINT<br>**4799:** PLATINUM METALLIC<br>Steelcase<br>**Tag For** Cubes Best<br>BF | 6T | 313.92<br>981.00<br>68.00% | 1,883.52 |
| 4 **TS2PBDD** - Divider-Box drawer, Storage application<br>Steelcase<br>**Tag For** Cubes Best | 6T | 1.60<br>5.00<br>68.00% | 9.60 |
| 5 **TS2PPT** - Pencil tray-Storage<br>Steelcase<br>**Tag For** Cubes Best | 6T | 5.44<br>17.00<br>68.00% | 32.64 |
| 6 **TSATH2720** - Leg-H, 20W x 27H<br>**BASIC:** 4799 PLATINUM METALLIC<br>Steelcase<br>**Tag For** Cubes Best<br>H/20 | 12T | 119.70<br>342.00<br>65.00% | 1,436.40 |
| 7 **TSAWHR2442** - Worksurface-Straight, High pressure laminate, 24D x 42W<br>**EDGE:** 6703 ASH WENGE<br>**TOP-SURF:** 2HAW ASH WENGE (HPL)<br>Steelcase<br>**Tag For** Cubes Best<br>24/42 | 6T | 119.70<br>342.00<br>65.00% | 718.20 |
| 8 **TS71230SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 30W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS | 6T | 230.40<br>768.00<br>70.00% | 1,382.40 |

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|---|---|---|---|
| 8 **STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** Cubes Best FG/30-C | | | |
| 9  **TS71236SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 36W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** Cubes Best FG/36-C | 3T | 248.40<br>828.00<br>70.00% | 745.20 |
| 10  **TS71242SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 42W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** Cubes Best FG/42-C | 3T | 265.20<br>884.00<br>70.00% | 795.60 |
| 11  **TS71272SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 72W<br>**BRACKET:** 4798 STERLING METALLIC | 8T | 358.20<br>1,194.00<br>70.00% | 2,865.60 |

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|---|---|---|---|
| 11 **TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** Cubes Best<br>FG/72-C | | | |
| 12 **TS71SSX** - Receptacle-System ground, Line 1, 3+1<br>**PLASTIC:** 6249 PLATINUM SOLID<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase<br>**Tag For** Cubes Best | 6T | 18.90<br>63.00<br>70.00% | 113.40 |
| 13 **TS730SHF** - Frame-Square, Horizontal package, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** Cubes Best<br>30/42 | 6T | 51.30<br>171.00<br>70.00% | 307.80 |
| 14 **TS73630HS** - Panel skin-Hard surface, 36H x 30W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Cubes Best | 12T | 96.00<br>320.00<br>70.00% | 1,152.00 |
| 15 **TS73636HS** - Panel skin-Hard surface, 36H x 36W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Cubes Best | 38T | 100.50<br>335.00<br>70.00% | 3,819.00 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 16 **TS73642HS** - Panel skin-Hard surface, 36H x 42W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Cubes Best | 6T | 106.80<br>356.00<br>70.00% | 640.80 |
| 17 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** Cubes Best<br>36/42 | 19T | 54.30<br>181.00<br>70.00% | 1,031.70 |
| 18 **TS742SEPJ** - Junction-End of run, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** Cubes Best<br>E42 | 8T | 61.50<br>205.00<br>70.00% | 492.00 |
| 19 **TS742SHF** - Frame-Square, Horizontal package, 42W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase | 3T | 61.80<br>206.00<br>70.00% | 185.40 |

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|---|---|---|---|
| 19 **Tag For** Cubes Best<br>42/42 | | | |
| 20 **TS742SIPJ** - Junction-In line, Square, 42H<br>Steelcase<br>**Tag For** Cubes Best<br>I42 | 11T | 39.60<br>132.00<br>70.00% | 435.60 |
| 21 **TS742SLPJ** - Junction-L, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** Cubes Best<br>L42 | 6T | 91.20<br>304.00<br>70.00% | 547.20 |
| 22 **TS742STPJ** - Junction-T, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** Cubes Best<br>T42 | 2T | 91.20<br>304.00<br>70.00% | 182.40 |
| 23 **TS742SXPJ** - Junction-X, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Cubes Best<br>X42 | 2T | 86.40<br>288.00<br>70.00% | 172.80 |
| 24 **TS74SSX** - Receptacle-System ground, Line 4, 3+1<br>**PLASTIC:** 6249 PLATINUM SOLID<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase<br>**Tag For** Cubes Best | 6T | 18.90<br>63.00<br>70.00% | 113.40 |
| 25 **TS76BPX** - Power infeed, 3+1, 6L in ft<br>**PLASTIC:** 6249 PLATINUM SOLID<br>Steelcase<br>**Tag For** Cubes Best<br>BPI/6 | 1T | 116.40<br>388.00<br>70.00% | 116.40 |

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## Quotation 691688



| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 26 | **TS7PK36X** - Kit-Power, 3+1, 36W<br>Steelcase<br>**Tag For** Cubes Best<br>PK | 15T | 93.30<br>311.00<br>70.00% | 1,399.50 |
| 27 | **TS7STLS1** - In line-Spanning Top Cap, Package quantity 1,<br>Lightseal<br>Steelcase<br>**Tag For** Cubes Best | 8T | 7.50<br>25.00<br>70.00% | 60.00 |
| 28 | **CPU05** - Easy Access CPU Holder 17.75" track w/ 360-Degree Swivel<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** Cubes Best<br>CPU05 | 6T | 129.73<br>282.00<br>54.00% | 778.38 |
| 29 | **FCH4CX** - Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** Cubes Best<br>FCH4CX | 6T | 208.05<br>456.00<br>54.38% | 1,248.30 |
| 30 | **TROUGH-18** - 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** Cubes Best<br>TROUGH-18 | 6T | 15.96<br>35.00<br>54.40% | 95.76 |

| Quotation Totals | |
|---|---|
| **Sub Total** | 28,131.42 |
| Estimated Tax Rate - 9.250% | 2,602.16 |
| **Grand Total** | **30,733.58** |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

End of Quotation

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Santa Clara, CA 95050
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# Quotation 691701

**Quote Date** 03/09/23
**Project** 219694
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty
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InvoicesOracle@oneworkplace.com

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**CUBE BETTER OPTION**

**Does Not Include Labor**

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **ACTVDESKS2** - AMQ Activ Desk Stage 2<br>**Depth:** 30.00000<br>**Width:** 70.00000<br>**Worksurface Finish:** Laminate<br>**Base Finish:** Paint F1 - Platinum<br>**Leg Type:** C-Leg<br>**Castors or Glides:** Glides<br>AMQSolutio<br>**Tag For** Cubes Better<br>30/70 | 6T | 568.24<br>1,357.00<br>58.13% | 3,409.44 |
| 2 | **AMQCFINTRODSLIDE** - CF Series Intro Dual Assembly with Universal Slider Bar Tilt Heads<br>**Arm Finish:** Textured Paint 7018 - PEWTER<br>**Bracket Type:** Dual C-Clamp<br>AMQSolutio<br>**Tag For** Cubes Better<br>CFI-D-C | 6T | 326.83<br>769.00<br>57.50% | 1,960.98 |
| 4 | **TS2PBF22MC** - Pedestal-Mobile, Box / file, Seat cushion, 22 1/4D<br>**BASIC:** 4799 PLATINUM METALLIC<br>**UPHLSTRY:** 5F08 NAVY | 6T | 313.92<br>981.00<br>68.00% | 1,883.52 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 4 **KEYS:** SK PLUG<br>**CASTER:** *OPT:CASTERS<br>**STANDARD:** STANDARD SMALL CASTER<br>**TRIM OPT:** *OPT:TRIM STRIP PULL OPTION<br>**NO TRIM:** STD:NO TRIM<br>**PULLS:** *OPT:PULL OPTIONS<br>**LEDGE:** LEDGE PULL<br>**PULL:** PULL<br>**METALLIC:** *PULL:METALLIC PAINT<br>**4799:** PLATINUM METALLIC<br>Steelcase<br>**Tag For** Cubes Better<br>BF | | | |
| 5 **TS2PPT** - Pencil tray-Storage<br>Steelcase<br>**Tag For** Cubes Better | 6T | 5.44<br>17.00<br>68.00% | 32.64 |
| 6 **TSATH2720** - Leg-H, 20W x 27H<br>**BASIC:** 4799 PLATINUM METALLIC<br>Steelcase<br>**Tag For** Cubes Better<br>H/20 | 12T | 119.70<br>342.00<br>65.00% | 1,436.40 |
| 7 **TSAWHR2442** - Worksurface-Straight, High pressure laminate, 24D x 42W<br>**EDGE:** 6703 ASH WENGE<br>**TOP-SURF:** 2HAW ASH WENGE (HPL)<br>Steelcase<br>**Tag For** Cubes Better<br>24/42 | 6T | 119.70<br>342.00<br>65.00% | 718.20 |
| 8 **TS71230SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 30W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION | 6T | 230.40<br>768.00<br>70.00% | 1,382.40 |

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| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| 8 Steelcase<br>**Tag For** Cubes Better<br>FG/30-C | | | |
| 9 **TS71236SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 36W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** Cubes Better<br>FG/36-C | 3T | 248.40<br>828.00<br>70.00% | 745.20 |
| 10 **TS71242SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 42W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS<br>**FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** Cubes Better<br>FG/42-C | 3T | 265.20<br>884.00<br>70.00% | 795.60 |
| 11 **TS71272SFG** - Screen-Frameless glass, Square trim, Clip, 12H x 72W<br>**BRACKET:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STANDARD TOP CAP<br>**TOP-CAP:** TOP CAP<br>**METALLIC:** *TOP-CAP:METALLIC PAINT<br>**4798:** STERLING METALLIC<br>**GLAS OPT:** *OPT:GLASS OPTIONS | 8T | 358.20<br>1,194.00<br>70.00% | 2,865.60 |

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| Description | | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 11 | **FRMLS GL:** STD:GLASS OPTION<br>Steelcase<br>**Tag For** Cubes Better<br>FG/72-C | | | |
| 12 | **TS71SSX** - Receptacle-System ground, Line 1, 3+1<br>**PLASTIC:** 6249 PLATINUM SOLID<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase<br>**Tag For** Cubes Better | 6T | 18.90<br>63.00<br>70.00% | 113.40 |
| 13 | **TS730SHF** - Frame-Square, Horizontal package, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** Cubes Better<br>30/42 | 6T | 51.30<br>171.00<br>70.00% | 307.80 |
| 14 | **TS73630HS** - Panel skin-Hard surface, 36H x 30W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Cubes Better | 6T | 96.00<br>320.00<br>70.00% | 576.00 |
| 15 | **TS73630TK** - Panel skin-Tackable acoustical, 36H x 30W<br>**SURFACE:** P562 OPUS<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase<br>**Tag For** Cubes Better | 6T | 78.90<br>263.00<br>70.00% | 473.40 |
| 16 | **TS73636HS** - Panel skin-Hard surface, 36H x 36W<br>**SURFACE:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Cubes Better | 8T | 100.50<br>335.00<br>70.00% | 804.00 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 17 **TS73636TK** - Panel skin-Tackable acoustical, 36H x 36W<br>**SURFACE:** P562 OPUS<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase<br>**Tag For** Cubes Better | 30T | 84.30<br>281.00<br>70.00% | 2,529.00 |
| 19 **TS73642TK** - Panel skin-Tackable acoustical, 36H x 42W<br>**SURFACE:** P562 OPUS<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase<br>**Tag For** Cubes Better | 6T | 93.30<br>311.00<br>70.00% | 559.80 |
| 20 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** Cubes Better<br>36/42 | 19T | 54.30<br>181.00<br>70.00% | 1,031.70 |
| 21 **TS742SEPJ** - Junction-End of run, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** Cubes Better<br>E42 | 8T | 61.50<br>205.00<br>70.00% | 492.00 |
| 22 **TS742SHF** - Frame-Square, Horizontal package, 42W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**OMIT CAP:** TOP CAP, OMITTED | 3T | 61.80<br>206.00<br>70.00% | 185.40 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 22 **CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** Cubes Better<br>42/42 | | | |
| 23 **TS742SIPJ** - Junction-In line, Square, 42H<br>Steelcase<br>**Tag For** Cubes Better<br>I42 | 11T | 39.60<br>132.00<br>70.00% | 435.60 |
| 24 **TS742SLPJ** - Junction-L, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** Cubes Better<br>L42 | 6T | 91.20<br>304.00<br>70.00% | 547.20 |
| 25 **TS742STPJ** - Junction-T, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** Cubes Better<br>T42 | 2T | 91.20<br>304.00<br>70.00% | 182.40 |
| 26 **TS742SXPJ** - Junction-X, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Cubes Better<br>X42 | 2T | 86.40<br>288.00<br>70.00% | 172.80 |
| 27 **TS74SSX** - Receptacle-System ground, Line 4, 3+1<br>**PLASTIC:** 6249 PLATINUM SOLID<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp | 6T | 18.90<br>63.00<br>70.00% | 113.40 |

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| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 27 | Steelcase<br>**Tag For** Cubes Better | | | |
| 28 | **TS76BPX** - Power infeed, 3+1, 6L in ft<br>**PLASTIC:** 6249 PLATINUM SOLID<br>Steelcase<br>**Tag For** Cubes Better<br>BPI/6 | 1T | 116.40<br>388.00<br>70.00% | 116.40 |
| 29 | **TS7PK36X** - Kit-Power, 3+1, 36W<br>Steelcase<br>**Tag For** Cubes Better<br>PK | 15T | 93.30<br>311.00<br>70.00% | 1,399.50 |
| 30 | **TS7PK42X** - Kit-Power, 3+1, 42W<br>Steelcase<br>**Tag For** Cubes Better<br>PK | 3T | 93.30<br>311.00<br>70.00% | 279.90 |
| 31 | **TS7STLS1** - In line-Spanning Top Cap, Package quantity 1, Lightseal<br>Steelcase<br>**Tag For** Cubes Better | 8T | 7.50<br>25.00<br>70.00% | 60.00 |
| 32 | **CPU05** - Easy Access CPU Holder 17.75" track w/ 360-Degree Swivel<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** Cubes Better<br>CPU05 | 6T | 129.73<br>282.00<br>54.00% | 778.38 |
| 33 | **FCH4CX** - Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** Cubes Better<br>FCH4CX | 6T | 209.76<br>456.00<br>54.00% | 1,258.56 |
| 34 | **TROUGH-18** - 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM | 6T | 16.10<br>35.00<br>54.00% | 96.60 |

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| Description | | | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|---|---|
| 34 | Tag For | Cubes Better TROUGH-18 | | | |

| Quotation Totals | |
|---|---|
| Sub Total | 27,743.22 |
| Estimated Tax Rate - 9.250% | 2,566.25 |
| Grand Total | 30,309.47 |

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

End of Quotation

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# Quotation 691706

**Quote Date** 03/09/23
**Project** 219694
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty
1000 S MAIN ST
SALINAS CA 93901-2352

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**CUBE GOOD OPTION**

**DOES NOT INCLUDE LABOR**

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **ACTVDESKS2** - AMQ Activ Desk Stage 2<br>**Depth:** 30.00000<br>**Width:** 70.00000<br>**Worksurface Finish:** Woodgrain LPL 2LAW - ASH WENGE (LPL)<br>**Base Finish:** Paint F1 - Platinum<br>**Leg Type:** C-Leg<br>**Castors or Glides:** Glides<br>AMQSolutio<br>**Tag For** Cubes Good 30/70 | 6T | 568.24<br>1,357.00<br>58.13% | 3,409.44 |
| 2 | **AMQCFINTRODSLIDE** - CF Series Intro Dual Assembly with Universal Slider Bar Tilt Heads<br>**Arm Finish:** Textured Paint 7018 - PEWTER<br>**Bracket Type:** Dual C-Clamp<br>AMQSolutio<br>**Tag For** Cubes Good CFI-D-C | 6T | 326.83<br>769.00<br>57.50% | 1,960.98 |

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## Quotation 691706



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 3 **TS2PBF22MC** - Pedestal-Mobile, Box / file, Seat cushion, 22 1/4D<br>**BASIC:** 4799 PLATINUM METALLIC<br>**UPHLSTRY:** 5F08 NAVY<br>**KEYS:** SK PLUG<br>**CASTER:** *OPT:CASTERS<br>**STANDARD:** STANDARD SMALL CASTER<br>**TRIM OPT:** *OPT:TRIM STRIP PULL OPTION<br>**NO TRIM:** STD:NO TRIM<br>**PULLS:** *OPT:PULL OPTIONS<br>**LEDGE:** LEDGE PULL<br>**PULL:** PULL<br>**METALLIC:** *PULL:METALLIC PAINT<br>**4799:** PLATINUM METALLIC<br>Steelcase<br>**Tag For** Cubes Good<br>BF | 6T | 313.92<br>981.00<br>68.00% | 1,883.52 |
| 4 **TS2PPT** - Pencil tray-Storage<br>Steelcase<br>**Tag For** Cubes Good | 6T | 5.44<br>17.00<br>68.00% | 32.64 |
| 5 **TSATH2720** - Leg-H, 20W x 27H<br>**BASIC:** 4799 PLATINUM METALLIC<br>Steelcase<br>**Tag For** Cubes Good<br>H/20 | 12T | 119.70<br>342.00<br>65.00% | 1,436.40 |
| 6 **TSAWHR2442** - Worksurface-Straight, High pressure laminate, 24D x 42W<br>**EDGE:** 6703 ASH WENGE<br>**TOP-SURF:** 2HAW ASH WENGE (HPL)<br>Steelcase<br>**Tag For** Cubes Good<br>24/42 | 6T | 119.70<br>342.00<br>65.00% | 718.20 |
| 7 **TS71SSX** - Receptacle-System ground, Line 1, 3+1<br>**PLASTIC:** 6249 PLATINUM SOLID<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase<br>**Tag For** Cubes Good | 6T | 18.90<br>63.00<br>70.00% | 113.40 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 8 **TS730SHF** - Frame-Square, Horizontal package, 30W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STD:Std Top Cap<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** Cubes Good 30/42 | 6T | 51.30<br>171.00<br>70.00% | 307.80 |
| 9 **TS73630TK** - Panel skin-Tackable acoustical, 36H x 30W<br>**SURFACE:** P562 OPUS<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase<br>**Tag For** Cubes Good | 12T | 78.90<br>263.00<br>70.00% | 946.80 |
| 10 **TS73636TK** - Panel skin-Tackable acoustical, 36H x 36W<br>**SURFACE:** P562 OPUS<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase<br>**Tag For** Cubes Good | 38T | 84.30<br>281.00<br>70.00% | 3,203.40 |
| 11 **TS73642TK** - Panel skin-Tackable acoustical, 36H x 42W<br>**SURFACE:** P562 OPUS<br>**FAB DIR:** *OPT:FABRIC DIRECTION<br>**HORZ:** STD:HORIZONTAL APPLICATION<br>Steelcase<br>**Tag For** Cubes Good | 6T | 93.30<br>311.00<br>70.00% | 559.80 |
| 12 **TS736SHF** - Frame-Square, Horizontal package, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STD:Std Top Cap<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY | 19T | 54.30<br>181.00<br>70.00% | 1,031.70 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 12 **BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** Cubes Good<br>36/42 | | | |
| 13 **TS742SEPJ** - Junction-End of run, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** Cubes Good<br>E42 | 8T | 61.50<br>205.00<br>70.00% | 492.00 |
| 14 **TS742SHF** - Frame-Square, Horizontal package, 42W<br>**BASIC:** 4798 STERLING METALLIC<br>**TC OPT:** *OPT:TOP CAP OPTIONS<br>**STD CAP:** STD:Std Top Cap<br>**CABLEOPT:** *OPT:CABLE TRAY OPTION<br>**NO TRAY:** NO CABLE TRAY<br>**BASE OPT:** *OPT:BASE TRIM OPTIONS<br>**KO BOTH:** STD:KNOCKOUT BASE BOTH SIDES<br>**TRAY OPT:** *OPT:BASE TRAY OPTION<br>**NO TRAY:** NO BASE TRAY<br>Steelcase<br>**Tag For** Cubes Good<br>42/42 | 3T | 61.80<br>206.00<br>70.00% | 185.40 |
| 15 **TS742SIPJ** - Junction-In line, Square, 42H<br>Steelcase<br>**Tag For** Cubes Good<br>I42 | 11T | 39.60<br>132.00<br>70.00% | 435.60 |
| 16 **TS742SLPJ** - Junction-L, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG | 6T | 91.20<br>304.00<br>70.00% | 547.20 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| **16** Steelcase<br>**Tag For** Cubes Good<br>L42 | | | |
| **17** **TS742STPJ** - Junction-T, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>**UPRIGHT:** 4798 STERLING METALLIC<br>**TRIM:** *OPT:TRIM PACKAGE<br>**PAINT:** STD:PAINTED TRIM PKG<br>Steelcase<br>**Tag For** Cubes Good<br>T42 | 2T | 91.20<br>304.00<br>70.00% | 182.40 |
| **18** **TS742SXPJ** - Junction-X, Square, 42H<br>**TOP-CAP:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Cubes Good<br>X42 | 2T | 86.40<br>288.00<br>70.00% | 172.80 |
| **19** **TS74SSX** - Receptacle-System ground, Line 4, 3+1<br>**PLASTIC:** 6249 PLATINUM SOLID<br>**CSTMPOPT:** *OPT:Controlled Stamp Option<br>**NOSTAMP:** STD:No Stamp<br>Steelcase<br>**Tag For** Cubes Good | 6T | 18.90<br>63.00<br>70.00% | 113.40 |
| **20** **TS76BPX** - Power infeed, 3+1, 6L in ft<br>**PLASTIC:** 6249 PLATINUM SOLID<br>Steelcase<br>**Tag For** Cubes Good<br>BPI/6 | 1T | 116.40<br>388.00<br>70.00% | 116.40 |
| **21** **TS7PK36X** - Kit-Power, 3+1, 36W<br>Steelcase<br>**Tag For** Cubes Good<br>PK | 15T | 93.30<br>311.00<br>70.00% | 1,399.50 |
| **22** **TS7PK42X** - Kit-Power, 3+1, 42W<br>Steelcase<br>**Tag For** Cubes Good<br>PK | 3T | 93.30<br>311.00<br>70.00% | 279.90 |
| **23** **CPU05** - Easy Access CPU Holder 17.75" track w/ 360-Degree Swivel<br>**FINISH:** | 6T | 129.73<br>282.00<br>54.00% | 778.38 |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 23 **BLK:** Black<br>ESIERGONOM<br>**Tag For** Cubes Good<br>CPU05 | | | |
| 24 **FCH4CX** - Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** Cubes Good<br>FCH4CX | 6T | 209.76<br>456.00<br>54.00% | 1,258.56 |
| 25 **TROUGH-18** - 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** Cubes Good<br>TROUGH-18 | 6T | 17.50<br>35.00<br>50.00% | 105.00 |

| Quotation Totals | |
|---|---|
| **Sub Total** | 21,670.62 |
| Estimated Tax Rate - 9.250% | 2,004.53 |
| **Grand Total** | **23,675.15** |

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End of Quotation

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# Quotation 691782

**Quote Date** 03/09/23
**Project** 219694
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty
1000 S MAIN ST
SALINAS CA 93901-2352

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

*****MOCO DSS RFP No Cubes*****

**All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).**

**Does Not Include Labor**

| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| Storage | | | |

**Subsection Finish Summary**

Overdesk Storage
- 4798 STERLING METALLIC
- 4798 STERLING METALLIC
- 9201 POLISHED CHROME

Freestanding Storage
- 4798 STERLING METALLIC
- 4798 STERLING METALLIC
- 9201 POLISHED CHROME

File
- 4798 STERLING METALLIC
- 9201 POLISHED CHROME

| | | | | |
|---|---|---|---|---|
| 1 | **RBB36TAK** - Universal; Bin-In the case, Technology / Answer / Kick application, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>**LOCK:** 9201 POLISHED CHROME | 1T | 350.10<br>1,167.00<br>70.00% | 350.10 |

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## Quotation 691782



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 1 **KEYS:** SK RAND<br>**DOOR:** *OPT:DOOR OPTIONS<br>**STD DOOR:** STD:STANDARD DOOR<br>**NO ASST:** STD:NO ASSIST<br>**LOCK OPT:** *OPT:LOCK OPTIONS<br>**LOCK:** STD:LOCK<br>**BRACKETS:** *OPT:OPTIONAL BRACKETS<br>**NOOPTBKT:** STD:NO OPTIONAL BRACKETS<br>**OPT ACC:** *OPT:OPTIONAL ACCESSORIES<br>**DIVIDER:** DIVIDER<br>Steelcase<br>**Tag For** Storage<br>OH/36/16 | | | |
| 2  **RBC15363A** - Bookcase, 2 adjustable shelves, 15D x 36W x 40H<br>**BASIC:** 4798 STERLING METALLIC<br>**TOP OPT:** *OPT:TOP OPTIONS<br>**STL TOP:** STD:1" STEEL TOP<br>Steelcase<br>**Tag For** Storage<br>BC/3/36 | 1T | 580.65<br>1,659.00<br>65.00% | 580.65 |
| 3  **RLF18362F** - Universal; Lateral file, 2 drawers, Flush steel front, 18D x 36W x 28H<br>**BASIC:** 4798 STERLING METALLIC<br>**LOCK:** 9201 POLISHED CHROME<br>**KEYS:** SK RAND<br>**TOP OPT:** *OPT:TOP OPTIONS<br>**STL TOP:** 1" STEEL TOP<br>**LOCK OPT:** *OPT:DRAWER LOCK OPTIONS<br>**CENTRAL:** STD:CENTRAL LOCKING DWR<br>**DWR ACC:** *OPT:FILE DWR ACCESSORIES<br>**HF:** STD:DRAWERS WITH HF'S<br>**CNTRWT:** *OPT:COUNTERWEIGHT PKG<br>**UNIV:** UNIVERSAL COUNTERWEIGHT<br>**BASE OPT:** *OPT:BASE OPTIONS<br>**UNIVBASE:** UNIVERSAL BASE<br>Steelcase<br>**Tag For** Storage<br>LF/2/36 | 1T | 618.24<br>1,932.00<br>68.00% | 618.24 |

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## Quotation 691782



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 4 **RLF18363F** - Universal; Lateral file, 3 drawers, Flush steel front, 18D x 36W x 40H<br>**BASIC:** 4798 STERLING METALLIC<br>**LOCK:** 9201 POLISHED CHROME<br>**KEYS:** SK RAND<br>**TOP OPT:** *OPT:TOP OPTIONS<br>**STL TOP:** STD:1" STEEL TOP<br>**LOCK OPT:** *OPT:DRAWER LOCK OPTIONS<br>**CENTRAL:** STD:CENTRAL LOCKING DWR<br>**DWR ACC:** *OPT:FILE DWR ACCESSORIES<br>**HF:** STD:DRAWERS WITH HF'S<br>**WGHT PKG:** *OPT:COUNTERWEIGHT PKG<br>**WEIGHT:** COUNTERWEIGHT PKG<br>Steelcase<br>**Tag For** Storage<br>LF/3/36 | 1T | 773.44<br>2,417.00<br>68.00% | 773.44 |
| 5 **RSC18363CF** - Cabinet-Storage, 2 adjustable shelves, Flush steel front, 18D x 36W x 40H<br>**BASIC:** 4798 STERLING METALLIC<br>**LOCK:** 9201 POLISHED CHROME<br>**KEYS:** SK RAND<br>**TOP OPT:** *OPT:TOP OPTIONS<br>**STL TOP:** STD:1" STEEL TOP<br>Steelcase<br>**Tag For** Storage<br>SC/40 | 1T | 800.80<br>2,288.00<br>65.00% | 800.80 |
| 6 **RSH36TAK** - Shelf, Answer / Kick application, 36W<br>**BASIC:** 4798 STERLING METALLIC<br>Steelcase<br>**Tag For** Storage<br>SH/36 | 1T | 108.60<br>362.00<br>70.00% | 108.60 |
| **Sub Total** | | | 3,231.83 |
| Estimated Tax Rate - 9.250% | | | 298.94 |
| **Total** | | | **3,530.77** |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| **Subsection Finish Summary** | | | |
| 5F08 5F08 - Navy No Image Available | | | |
| 7 **TIZUNEST** - Tizu Nesting Chair Multipurpose<br>**Frame:** Black Frame, Black Back<br>**Back Type:** Mesh Back<br>**Seat Cover Finish:** Buzz2 5F08 - Navy<br>**Armrests:** Fixed Loop<br>**Base:** CM:Chrome Base<br>**Castors or Glides:** Soft, Black<br>**Packaging:** Fully Assembled<br>AMQSolutio<br>**Tag For** Conf Best<br>TIZU | 1T | 304.30<br>716.00<br>57.50% | 304.30 |
| **Sub Total** | | | 304.30 |
| Estimated Tax Rate - 9.250% | | | 28.15 |
| **Total** | | | **332.45** |
| Conf Better | | | |
| **Subsection Finish Summary** | | | |
| 5ER9 5ER9 - Onyx No Image Available | | | |
| 5ER9 5ER9 - Onyx No Image Available | | | |
| PC01 PC01 - Black No Image Available | | | |
| PL01 PL01 - Black No Image Available | | | |
| PL01 PL01 - Black No Image Available | | | |
| 8 **BXBYCHAIR** - AMQ Bixby Chair<br>**Cushion:** Seat and Back<br>**Seat Cushion Finish:** Era 5ER9 - Onyx<br>**Back Cushion Finish:** Era 5ER9 - Onyx<br>**Frame Finish:** Paint PC01 - Black<br>**Seat Shell Finish:** Plastic PL01 - Black<br>**Back Shell Finish:** Plastic PL01 - Black<br>**Castors or Glides:** Soft Castors<br>AMQSolutio | 1T | 251.18<br>591.00<br>57.50% | 251.18 |

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| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| 8 **Tag For** Conf Better<br>BIXBY | | | |
| **Sub Total** | | | 251.18 |
| Estimated Tax Rate - 9.250% | | | 23.23 |
| **Total** | | | **274.41** |

Conf, Good

**Subsection Finish Summary**

| | |
|---|---|
| 5ER9 5ER9 - Onyx | No Image Available |
| PC01 PC01 - Black | No Image Available |
| PL01 PL01 - Black | No Image Available |
| PL01 PL01 - Black | No Image Available |

| | Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 9 | **BXBYARMLESS** - AMQ Bixby Chair Armless<br>**Cushion:** Seat<br>**Seat Cushion Finish:** Era 5ER9 - Onyx<br>**Frame Finish:** Paint PC01 - Black<br>**Seat Shell Finish:** Plastic PL01 - Black<br>**Back Shell Finish:** Plastic PL01 - Black<br>**Castors or Glides:** Soft Castors<br>**Accessories:** No Accessory<br>**Storage Tray:** No Storage Tray<br>AMQSolutio<br>**Tag For** Conf, Good<br>BIXBY | 1T | 187.00<br>440.00<br>57.50% | 187.00 |
| **Sub Total** | | | | 187.00 |
| Estimated Tax Rate - 9.250% | | | | 17.30 |
| **Total** | | | | **204.30** |

Guest Best

**Subsection Finish Summary**

Seating

| | |
|---|---|
| 5F08 NAVY |  |
| 5F08 NAVY |  |
| 6205 BLACK |  |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 10 **475415M** - Player; Chair-Leg base, Textured arms, Glides | 1T | 247.27<br>626.00<br>60.50% | 247.27 |
| **BACK:** 5F08 NAVY | | | |
| **FRAME:** 6205 BLACK | | | |
| **SEAT:** 5F08 NAVY | | | |
| **BACK OPT:** *OPT:BACK OPTIONS | | | |
| **CHAIR BK:** STD:UPH STD BACK SET | | | |
| **SEAT OPT:** *OPT:SEAT OPTIONS | | | |
| **STD SEAT:** STD:UPH STD SEAT SET | | | |
| **GLIDES:** *OPT:GLIDES | | | |
| **HARD GLD:** STD:HARD GLIDES | | | |
| Steelcase | | | |
| **Tag For** Guest Best<br>PLAYER | | | |
| **Sub Total** | | | 247.27 |
| Estimated Tax Rate - 9.250% | | | 22.87 |
| **Total** | | | **270.14** |
| Guest Better | | | |
| **Subsection Finish Summary** | | | |
| Seating | | | |
| 4799 PLATINUM METALLIC | | | |
| 5F16 GREY | | | |
| 6249 PLATINUM SOLID | | | |
| 11 **490410** - Move; Chair, Plastic back, No arms, Glides | 1T | 230.12<br>523.00<br>56.00% | 230.12 |
| **FRAME:** 4799 PLATINUM METALLIC | | | |
| **SHELL:** 6249 PLATINUM SOLID | | | |
| **UPHLSTRY:** 5F16 GREY | | | |
| **GLIDES:** *OPT:GLIDES | | | |
| **HARD GLD:** STD:HARD GLIDES | | | |
| Steelcase | | | |
| **Tag For** Guest Better<br>MOVE | | | |
| **Sub Total** | | | 230.12 |
| Estimated Tax Rate - 9.250% | | | 21.29 |
| **Total** | | | **251.41** |
| Guest Good | | | |

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| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| **Subsection Finish Summary**<br>Seating<br>4799 PLATINUM METALLIC<br>6249 PLATINUM SOLID<br>6249 PLATINUM SOLID | | | |
| **12** **490410P** - Move; Chair, Plastic seat / back, No arms, Glides<br>**FRAME:** 4799 PLATINUM METALLIC<br>**SEAT:** 6249 PLATINUM SOLID<br>**SHELL:** 6249 PLATINUM SOLID<br>**GLIDES:** *OPT:GLIDES<br>**HARD GLD:** STD:HARD GLIDES<br>Steelcase<br>**Tag For** Guest Good<br>MOVE | 1T | 190.08<br>432.00<br>56.00% | 190.08 |
| **Sub Total** | | | 190.08 |
| Estimated Tax Rate - 9.250% | | | 17.58 |
| **Total** | | | **207.66** |
| Lobby Campfire | | | |
| **Subsection Finish Summary**<br>Seating<br>5887 PEBBLE | | | |
| **13** **TS3HL** - Campfire; Seating-Half lounge<br>**UPHLSTRY:** 5887 PEBBLE<br>Steelcase<br>**Tag For** Lobby Campfire<br>HL | 1T | 988.26<br>2,353.00<br>58.00% | 988.26 |
| **Sub Total** | | | 988.26 |
| Estimated Tax Rate - 9.250% | | | 91.41 |
| **Total** | | | **1,079.67** |
| Lobby, Aspect | | | |

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| **Subsection Finish Summary**<br>Seating<br>5887 5887 - PEBBLE<br>5887 5887 - PEBBLE<br>6527 6527 - MERLE<br>7360 7360 - MERLE | | | |
| **14** **SC4210** - Aspekt; Chair, Single, Straight Arm<br>**Back Finish:** Foundation 5887 - PEBBLE<br>**Seat Finish:** Foundation 5887 - PEBBLE<br>**Frame Finish:** Textured Paint 7360 - MERLE<br>**Arm Cap Finish:** Plastic - PG1 6527 - Merle<br>**Leg:** Straight Leg<br>**Back:** Convex Back<br>**Moisture Barrier:** No Moisture Barrier<br>Steelcase<br>**Tag For** Lobby, Aspect<br>ASPEKT | 1T | 581.94<br>1,098.00<br>47.00% | 581.94 |
| **15** **SC4260** - Aspekt; Chair-Bariatric, Single, Straight Arm<br>**Back Finish:** Foundation 5887 - PEBBLE<br>**Seat Finish:** Foundation 5887 - PEBBLE<br>**Frame Finish:** Textured Paint 7360 - MERLE<br>**Arm Cap Finish:** Plastic - PG1 6527 - Merle<br>**Leg:** Straight Leg<br>**Moisture Barrier:** No Moisture Barrier<br>Steelcase<br>**Tag For** Lobby, Aspect<br>ASPEKT | 1T | 808.25<br>1,525.00<br>47.00% | 808.25 |
| **Sub Total** | | | 1,390.19 |
| Estimated Tax Rate - 9.250% | | | 128.59 |
| **Total** | | | **1,518.78** |

Task Best

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| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| **Subsection Finish Summary**<br>Seating<br>5SD0 5SD0 - ROYAL BLUE<br>5T22 5T22 - ROYAL BLUE<br>6053 6053 - SEAGULL<br>6205 6205 - BLACK | | | |
| 16 **436AIR3D** - Steelcase Series 2; Chair-Air back, 3D microknit<br>**Back Color Scheme:** Contrasting Outer Back<br>**Back Finish:** 3D Microknit 5T22 - ROYAL BLUE<br>**Air Back Finish:** Plastic - PG1 6053 - SEAGULL<br>**Seat Finish:** Cogent: Connect 5SD0 - ROYAL BLUE<br>**Sewn Seat Upholstery Type:** Non-Sewn<br>**Color Scheme:** Black<br>**Base Finish:** Plastic - PG1 6205 - BLACK<br>**Headrest Option:** No Headrest<br>**Coat Hanger:** No Coat Hanger<br>**Lumbar Option:** No Lumbar<br>**Arm Type:** Height,Width,Pivot,Depth Arm<br>**Cylinder Type:** Standard Range<br>**Caster or Glide Type:** Hard Casters<br>**Soil Retardant Option:** No Soil Retardant<br>Steelcase<br>**Tag For** Task Best<br>SERIES2 | 1T | 506.94<br>1,207.00<br>58.00% | 506.94 |
| **Sub Total** | | | 506.94 |
| Estimated Tax Rate - 9.250% | | | 46.89 |
| **Total** | | | **553.83** |
| Task Better | | | |
| **Subsection Finish Summary**<br>5F08 5F08 - Navy No Image Available | | | |
| 17 **ZILO002** - Zilo Task Chair with Mesh Back, Syncro Mechanism, 3-Way Adjustable Arm s, White<br>**Seat Cover Finish:** Buzz2 5F08 - Navy<br>**Packaging:** Fully Assembled | 1T | 383.78<br>903.00<br>57.50% | 383.78 |

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| Description | Quantity | Unit Price Sell/List/Disc | Extended Price |
|---|---|---|---|
| **17** AMQSolutio<br>**Tag For** Task Better<br>ZILO | | | |
| **Sub Total** | | | 383.78 |
| Estimated Tax Rate - 9.250% | | | 35.50 |
| **Total** | | | **419.28** |
| Task Good | | | |
| **Subsection Finish Summary** | | | |
| 5F08 5F08 - Navy No Image Available | | | |
| **18** **BODICHAIR** - Bodi Task Chair<br>**Frame:** Black Frame, Black Back<br>**Seat Cover Finish:** Buzz2 5F08 - Navy<br>**Packaging:** Fully Assembled<br>AMQSolutio<br>**Tag For** Task Good<br>BODI | 1T | 304.73<br>717.00<br>57.50% | 304.73 |
| **Sub Total** | | | 304.73 |
| Estimated Tax Rate - 9.250% | | | 28.19 |
| **Total** | | | **332.92** |
| **Quotation Totals** | | | |
| **Sub Total** | | | 8,215.68 |
| Estimated Tax Rate - 9.250% | | | 759.95 |
| **Grand Total** | | | **8,975.63** |

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**End of Quotation**

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# Quotation 691810

**Quote Date** 03/09/23
**Project** 219694
**Customer** MON250
**Terms** Net 30
**Account Representative** Janine Faylor

**Quote To**

Ann Yuki
SOCIAL SERVICES, CO OF MTY
1000 S MAIN ST STE 306
Salinas CA 93901-2361

**Ship To**

Chris White
Social Services, Co of Mty
2620 1st Ave
Marina CA 93933-6205

**Phone** +1 +1 (831) 755-4871
WhiteCC@co.monterey.ca.us

501-MCDSSAccountsPayable@co.monterey.ca.us,
InvoicesOracle@oneworkplace.com

***Office Typical***

All prices are guaranteed for 30 days from date of quotation unless otherwise specified in a Master Services Agreement (MSA).

Does Not Include Labor

| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 1 | **CPU05** - Easy Access CPU Holder 17.75" track w/ 360-Degree Swivel<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** CPU05 | 1T | 129.73<br>282.00<br>54.00% | 129.73 |
| 2 | **FCH4CX** - Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk<br>**FINISH:**<br>**BLK:** Black<br>ESIERGONOM<br>**Tag For** FCH4CX | 1T | 209.76<br>456.00<br>54.00% | 209.76 |
| 3 | **MODACR-4812-FST** - Acrylic Modesty Panel, Frosted, 48" W x 12" H, Includes (2) SLV Hanging Brackets and Hardware<br>ESIERGONOM<br>**Tag For** MODACR-4812-FST | 1T | 142.00<br>284.00<br>50.00% | 142.00 |
| 4 | **TROUGH-18** - 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive<br>**FINISH:** | 1T | 16.10<br>35.00<br>54.00% | 16.10 |

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## Quotation 691810



| | Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|---|
| 4 | **BLK:** Black<br>ESIERGONOM<br>**Tag For** TROUGH-18 | | | |
| 5 | **FREIGHT** - Freight charge<br>ESIERGONOM | 1T | 31.25<br>0.00<br>0.00% | 31.25 |
| 6 | **ACTVDESKS2** - AMQ Activ Desk Stage 2<br>**Depth:** 30.00000<br>**Width:** 72.00000<br>**Worksurface Finish:** Laminate<br>**Base Finish:** Paint F1 - Platinum<br>**Leg Type:** C-Leg<br>**Castors or Glides:** Glides<br>AMQSolutio<br>**Tag For** 30/72 | 1T | 570.75<br>1,363.00<br>58.13% | 570.75 |
| 7 | **AMQCFINTRODSLIDE** - CF Series Intro Dual Assembly with Universal Slider Bar Tilt Heads<br>**Arm Finish:** Textured Paint 7018 - PEWTER<br>**Bracket Type:** Dual C-Clamp<br>AMQSolutio<br>**Tag For** CFI-D-C | 1T | 326.83<br>769.00<br>57.50% | 326.83 |
| 8 | **ZILO002** - Zilo Task Chair with Mesh Back, Syncro Mechanism, 3-Way Adjustable Arm s, White<br>**Seat Cover Finish:** Buzz2 5F08 - Navy<br>**Packaging:** Fully Assembled<br>AMQSolutio<br>**Tag For** ZILO | 1T | 383.78<br>903.00<br>57.50% | 383.78 |
| 9 | **TS2PBF22MC** - Pedestal-Mobile, Box / file, Seat cushion, 22 1/4D<br>**BASIC:** 4799 PLATINUM METALLIC<br>**UPHLSTRY:** 5F08 NAVY<br>**KEYS:** SK PLUG<br>**CASTER:** *OPT:CASTERS<br>**STANDARD:** STANDARD SMALL CASTER<br>**TRIM OPT:** *OPT:TRIM STRIP PULL OPTION<br>**NO TRIM:** STD:NO TRIM<br>**PULLS:** *OPT:PULL OPTIONS<br>**LEDGE:** LEDGE PULL | 1T | 313.92<br>981.00<br>68.00% | 313.92 |

Accepted by_____ Title_____ Date_____

one workplace

Headquarters
2500 De La Cruz
Santa Clara, CA 95050
T. 669.800.2500
oneworkplace.com

## Quotation 691810



| Description | Quantity | Unit Price<br>Sell/List/Disc | Extended Price |
|---|---|---|---|
| 9 **PULL:** PULL<br>**METALLIC:** *PULL:METALLIC PAINT<br>**4799:** PLATINUM METALLIC<br>Steelcase<br>**Tag For** BF | | | |
| 10 **TS2PBDD** - Divider-Box drawer, Storage application<br>Steelcase | 1T | 1.60<br>5.00<br>68.00% | 1.60 |
| 11 **TS2PPT** - Pencil tray-Storage<br>Steelcase | 1T | 5.44<br>17.00<br>68.00% | 5.44 |
| 12 **TSATH2720** - Leg-H, 20W x 27H<br>**BASIC:** 4799 PLATINUM METALLIC<br>Steelcase<br>**Tag For** H/20 | 2T | 119.70<br>342.00<br>65.00% | 239.40 |
| 13 **TSAWHR2448** - Worksurface-Straight, High pressure laminate, 24D x 48W<br>**EDGE:** 6703 ASH WENGE<br>**TOP-SURF:** 2HAW ASH WENGE (HPL)<br>Steelcase<br>**Tag For** 24/48 | 1T | 142.45<br>407.00<br>65.00% | 142.45 |
| 14 **BFR36** - Table-Round, 36 dia<br>**EDGE:** 6703 ASH WENGE<br>**TOP-SURF:** 2HAW ASH WENGE (HPL)<br>Steelcase<br>**Tag For** 36 | 1T | 266.37<br>683.00<br>61.00% | 266.37 |
| 15 **BX26** - Base-X, 26W<br>**BASE:** 4799 PLATINUM METALLIC<br>**COLUMN:** 4799 PLATINUM METALLIC<br>Steelcase<br>**Tag For** XB | 1T | 218.01<br>559.00<br>61.00% | 218.01 |

| **Quotation Totals** | |
|---|---|
| **Sub Total** | 2,997.39 |
| California Maximum Rate - 10.75% | 322.22 |
| **Grand Total** | **3,319.61** |

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Headquarters
2500 De La Cruz
Santa Clara, CA 95050
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*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.*

End of Quotation

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Fellowes®

# Lifetime Warranty

Fellowes warrants to the original purchaser that the products described in its price lists, sold after May 1, 2023, will be free from defects in materials and workmanship commencing with the date of initial purchase and continuing for as long as the original owner uses these products. This warranty provides limits on the following products:

| | Products | Components |
|---|---|---|
| **10 Years** | • Lighting<br>• Power Solutions<br>• Hana Series<br>• Palm Rests/Mouse Pads/ Pencil Drawers | • Panel and Wall Textiles |
| **5 Years** | | • Upholstered Cushions<br>• PET and Acrylic Screens and Modesties<br>• Seating Mesh<br>• Plastic Components<br>• Paint |
| **Not Covered** | | • Customer's Own Material |

The following exceptions apply to all product lines:

- The Fellowes warranty applies to normal Eight hour, Forty hours per week office use.
- Damage caused by improper treatment of the product including exposure to unusual environmental conditions (extreme climates, acids, and moisture)

This comprehensive warranty applies to all products installed or reconfigured by a Fellowes authorized installer. Fellowes will repair, or at its sole option, replace defective merchandise, free of charge, which, when used normally and pursuant to Fellowes' published instructions, and applicable planning guide information, prove to be defective within the period stated. This remedy is expressly agreed to be exclusive as a condition of sale. No person is authorized to assume for Fellowes any warranty liability, except as expressly set forth in this paragraph, or set forth in writing by an authorized officer of the company.

Any and all labor charge backs must be pre-approved by Fellowes' Customer Service Manager in writing. Fellowes will reimburse authorized Fellowes dealers and service centers with a credit against future orders.

This warranty does not apply to damage resulting from accident, alteration, transport, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. Fellowes employs quality measures to ensure color consistency in our products. However, due to the effects of light and other environmental factors, no guarantee can be made for an exact match to product in an existing installation.

Fellowes makes no warranty to purchasers who acquire products for personal, family, or household purposes, or to purchasers acquiring the product other than directly from Fellowes, its authorized dealers, or others who are specifically authorized by Fellowes to sell such products. Fellowes' liability with respect to its products shall not exceed that expressly set forth above irrespective of the theory upon which a claim might be based, including negligence. Under no circumstances shall Fellowes be liable for incidental or consequential damages. Original product label must be attached to the product in question.

The warranty period is not interrupted or prolonged by the performance of a service under the terms of the warranty. There are no other warranties except as expressly set forth above, either express or implied, and Fellowes expressly disclaims any warranty of design, merchantability or fitness for any purpose.

*This warranty supersedes all previously printed Fellowes warranties.*

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# STEELCASE LIMITED LIFETIME WARRANTY*

## For Americas

### YOU CAN DEPEND ON US. OUR PRODUCTS. OUR SERVICES. OUR PEOPLE.

Steelcase Inc. (“Steelcase”) warrants that Steelcase®, Coalesse®, and Turnstone® brand products (collectively, “Steelcase Branded Products”) are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to Steelcase Branded Products delivered in Americas: United States, Canada, Mexico, Latin America, and the Caribbean. The warranty is valid from the date of delivery, regardless of shift usage to the original End User and is non-transferable. Steelcase will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product. End User means the final purchaser acquiring a product from Steelcase or a Steelcase Authorized Reseller for the purchaser’s own use and not for resale, remarketing, or distribution.
*This Americas Limited Lifetime warranty is not applicable to Consumers who should refer to the applicable Steelcase consumer warranty.

### EXCEPTIONS TO THE LIFETIME COVERAGE

#### SYSTEMS, STORAGE, DESKS, TABLES AND BENCHING

**12 years**
Airtouch®, Bivi®, Elective Elements®, Flex 120 HAD, Mackinac™, Migration SE, Ology™Desk, Solo, Slim Leg HAD, height adjustable mechanisms and electronics, Flex board clips, mechanisms, lighting fixtures, Convey™ door hinges, drawer slides, casters and adjustable brackets, Coalesse steel legs, steel bases, and door hinges; Exponents® painted MDF components, OttimaEco Bench, Implicit®, and VolumArt

**5 years**
Architectural doors, architectural glass, office systems doors, Sync™ height adjustable mechanisms and electronics, Elective Elements soft-close drawer slide, urethane edge treatments, Steelcase Health overbed table bases and columns, lighting power supplies, ballasts and LED lighting components, Coalesse Flip Top mechanisms, Coalesse occasional table frames

**3 years**
, Campfire™ footrest, Ology™ Walkstation treadmill, Walkstation treadmill parts and wear items (1 year service and labor), Convey electronic locks, Coalesse/Steelcase electrical desktop, table top and rail mounted that houses power and/or data, and/or USB, Coalesse Free Stand mechanism and tablet, Coalesse SW_1® table tablet including slide mechanism, exposed wood legs. Groupwork Power, Flex 120 and 90 Wrap Light

**1 year**
Separation Screens, TS Series Storage Electronic Lock, WorkValet Electronic Locks.

#### SEATING

**12 years**
Mechanisms, lumbar mechanisms, headrests, coat hanger, pneumatic cylinders, arm caps, foam, casters and glides, Max-Stacker® III, Sylvi and Umami® frames, lounge power modules, wood frame side chairs, tablet arms, Node™ and Shortcut® personal worksurface, Steelcase Health recliner components and optional accessories other than internal structure, Surround sleep surface bracket, Coalesse lounge wood, bent-ply or steel frames

**5 years**
Steelcase Health recliner and sleeper mechanisms including central lock, trendelenburg and associated levers and pedals, Steelcase Health heat and massage components, Brody fabric on footrest, Turnstone Simple Seating, Coalesse stacking chairs and dollies, Coalesse Lox™ foot stool ring, Coalesse Montara650 wood shell.

**3 years**
Coalesse exposed wood frames and wood legs, Lagunitas™ articulating back, SW_1 lounge tablet

#### INTERACTIVE AND ACOUSTIC SOLUTIONS

**5 years**
Qt™ PRO Emitters, Control Modules and Qt Room Control

**1 year**
media:scape® technology components

#### BOARDS AND EASELS

**12 years**
Verb™ teaching lectern and plastic components

**5 years**
Premium tackboards and whiteboards, Work Tents

**3 years**
Answer® markerboard surfaces, Flex, Groupwork®, Bivi® and Pivot markerboards, Clipper™, Coalesse Exponents™ markerboard surfaces.

**1 years**
Huddleboard™

#### WORKTOOLS

**12 years**
Keyboard mechanisms, flat panel monitor arms, cable management products. Lighting fixtures: dash, LED Radial and LED Linear Desktops, LED Shelf, LED Linear Shelf and Shelf Lights.

**5 years**
Lighting power supplies, ballasts, and LED lighting components: dash, LED Radial and LED Linear Desktops, LED Shelf, LED Linear Shelf and Shelf Lights. Launch pad power components, Active Lift Riser

**3 years**

Personal caddy pad, palm rests, LED Intro light fixture, Eclipse Light fixture, components, and power supply. Electrical desktop, rail mounted or under worksurface power that houses power and/or data and/or USB, Flex Dock.

**1 year**
Steelcase Flex Mobile Power

#### SURFACES

**12 years**
Laminate, wood veneer and solid surface, all standard textiles except as listed below.

**5 years**
Bo Peep, Brisa, CuraNet™,Gaja Jacks, Link™, Nitelights, Redeem, Remix, Retrieve; Silk, Sprite, Spyder, Steelcut Trio, glass surfaces, architectural glass, paint colorfastness, (except Cast Shadow) Steelcase Health wood finish, Surround Sleep surface fabric, Ascent, Sheer.

**3 years**

Steelcase Health thermoform Kydex ,Steelcase Health rigid thermoform casegoods, overbed table tops and tablets, vinyl wrapped surfaces, clear or frosted acrylic, Coalesse glass, granite, Corian®, Fusion top surfaces, Bix™ projection mesh screen, translucent corner table screen and side table top; Coalesse SW_1 and Lagunitas knit, Hexa, LessThanFive® carbon fiber chair, Universal Hard Surface Screens (fluted and solid).

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# STEELCASE LIMITED LIFETIME WARRANTY FOR AMERICAS

**WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, OR LOSS RESULTING FROM:**

- Normal wear and tear.
- Failure to apply, install, reconfigure, or maintain products according to published Steelcase or manufacturer instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution, including but not limited to worksurfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components.

**WARRANTY DOES NOT COVER:**

- Products considered by Steelcase to be consumables; (e.g., batteries, bulbs/lamps).
- Variations occurring in surface materials (e.g., colorfastness matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood, clear coat finishes and leather.
  - Planked Veneer´s intentional and natural variations include, but are not limited to: character marks, grain pattern, color and natural color aging.
  - Cast Shadow's variations include, but are not limited to: color range, weld marks, fingerprints, anodized streaks, colorfastness, color haze and variability across parts and products.
- Materials specified through our Custom Surfaces, COM program and Select Surfaces are warranted differently by each supplier and do not fall under Steelcase warranty. Additionally, if the material is found to be covered under a supplier's warranty including, but not limited to, quality, aging, colorfastness, shade variations, puddling, wrinkling or abrasions, Steelcase is not responsible for additional costs from replacement products or labor.
- Products manufactured utilizing a non-standard product platform or material.
- Other manufacturers' products, Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products.

**WARRANTY PROVIDES EXCLUSIVE REMEDIES:**

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Steelcase will (i) repair or, at Steelcase's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or ii) refund or credit of the purchase price for the affected product, at Steelcase's discretion, if Steelcase determines that repair or replacement is not commercially practicable or cannot be timely made.
  - A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Steelcase or a Steelcase Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.
  - An "ordinary use" means use of the product (i) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
  - A "Steelcase Authorized Reseller" means any dealer that (i) is duly authorized by Steelcase to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.
  - A "Consumer" means any individual client who acts for its own use and for purposes that are outside its trade, business, craft or profession.
  -
- Replacement parts are covered for 2 years or the balance of the original warranty, whichever is longer.

STEELCASE RESERVES THE RIGHT TO REQUEST THAT THE DAMAGED PRODUCT BE RETURNED PRIOR TO GRANTING A REMEDY.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEELCASE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTIAL DAMAGES.

Steelcase

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# 15 Year limited warranty

We guarantee our high quality ergonomic work gear with an industry leading 15 year limited product warranty. All ESI products are covered under a 15 year limited warranty, except the components and products listed below:

## 10 YEAR LIMITED WARRANTY

- Eppa™ series monitor arm
- MP Mobile Storage

## 7 YEAR LIMITED WARRANTY

- Electric table components and motors
- Crank mechanisms
- Counterbalance mechanisms
- Railway™ series (electrical)
- Centro™ series

## 5 YEAR LIMITED WARRANTY

- Laminated worksurfaces
- FlexCharge™ series
- MP Mobile Storage Cushions

## 5 YEAR LIMITED WARRANTY (continued)

- Acrylic Protective Screens
- Motific pneumatic cylinder and worksurface
- Lotus™-RT
- Hana™ series

## 2 YEAR LIMITED WARRANTY

- Palm rests
- Mouse pads

## 1 YEAR LIMITED WARRANTY

- Pencil drawers
- LED transformers

### Warranty labor

ESI shall pay for reasonable labor costs incurred by the Company in making warranty repairs, provided such repairs and costs are pre-approved by ESI in writing. The payment of such labor costs will be in the form of a credit against future purchases.

### Limited Warranty

ESI grants a limited warranty to the End-users of its Products, the terms of which are included with each Product. Customer's remedies set forth herein are exclusive and the liability of ESI with respect to the breach of the Agreement or these Terms and Conditions shall not exceed the price of the Product or part on which such liability is based. IN NO EVENT SHALL ESI BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME,



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INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. Correction of any nonconformity in the manner and for the period provided shall constitute complete fulfillment of all liabilities of ESI, with respect to or arising out of the Product furnished hereunder. No claim by Customer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of Product delivered or non-delivery, shall be greater in amount then the purchase price for the Products in respect of which damages are claimed.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND ESI MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND ESI SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, WITHOUT LIMITATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PRODUCTS SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY ESI IN WRITING. ESI'S SOLE OBLIGATION FOR A REMEDY TO CUSTOMER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, AS SET FORTH ABOVE. CUSTOMER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES.



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# Product Warranties

| Product | Warranty |
|---|---|
| Intro Worktools | 3 years |
| West Elm Work Linear Wood LED Task Light | 5 year Limited Warranty |
| West Elm Work Nimbus | |
| West Elm Work Occasional Tables | |
| West Elm Work Slope | |
| 3F | 10 years[1] |
| Amobi* | |
| Seating* | |
| Activ* | |
| Kinex* | |
| Iline | |
| Accessories | |
| Storage | |
| Concur | |
| Embank | Limited Lifetime Warranty |
| Tektis | |
| West Elm Work Greenpoint | |
| West Elm Work Lucas | |
| West Elm Work Brighton | |
| West Elm Work Mesa | |
| West Elm Work Sterling | |

[1]Amobi whiteboards have a 3 year warranty.

*Includes parts and approved labor. Labor reimbursement must be approved by our Customer Care team at cc@amqsolutions.com

A quote must be submitted and approved before reimbursement is given.
AMQ may reimburse all or partial labor charges.
Once approved, a labor credit will be issued to your account, which may be applied to future orders.

Agile.
Modern.
Quick.

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# 10 Year Warranty

**10 years, including parts and approved labor:**

- Activ
- Amobi*
- Kinex
- Jaku
- Siya
- Zilo
- Bodi
- FL-X
- Tizu Work
- Tizu
- Bixby

**10 years, parts only:**

- Iline
- Concur
- Revi
- S-Series
- Eco Power Box
- Boost Power Box

AMQ warrants that its products are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to AMQ Products delivered in North America: United States, Canada and Mexico. The warranty is valid from the date of delivery to the original End User and is non-transferable. AMQ will repair or replace with comparable product, at its option according to the reimbursement information below any product, part or component which fails under normal use. End User means the final purchaser acquiring a product from AMQ or an AMQ Authorized Reseller for the purchaser's own use and not for resale or distribution.

This warranty is based on normal installation and use of the product in an 8-hour shift.

**This warranty does not apply to:**

- Damage in shipment caused by a carrier
- Defects caused by improper installation
- Products subject to improper use and conditions
- Customer modifications to the product
- Any product that has been modified, altered, tampered with or repaired by any person other than an authorized representative of AMQ Solutions
- Normal wear and tear (professional use 8 hours per day, 40 hours/week)
- Labor charges and/or damage incurred in the installation, repair, or replacement of any products are excluded. AMQ Solutions will replace the product if the claim is approved.

*Amobi whiteboards have a 3 year warranty.

AMQ Solutions obligation under this warranty is limited to replacing any product or part that it determines to be defective after inspection by its authorized representative, following receipt of written notice of the defect from the purchaser within the warranty period. This warranty shall apply to the original purchaser only, is non-transferable, and is not applicable outside the United States, Canada, and Mexico.

**Freight Claims**
Freight Claims must be filed within 10 calendar days from the date of delivery. Pictures of damaged goods and the original cartons are required and must accompany the claim.

**Product Design**
The right is reserved by AMQ Solutions to make changes in design and material, as well as discontinuance of parts and units when such action is deemed to be an improvement in design, function and/or construction.

AMQ warrants that their products are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to AMQ products delivered in Americas: United States, Canada and Mexico. The warranty is valid from the date of delivery, regardless of shift usage and is non-transferable. AMQ will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, AMQ will provide a refund or credit for the affected product.

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# Limited Life Time Warranty

**Limited Lifetime Warranty Covers the below products:**

- Embank
- Tektis
- West Elm Work Brighton (all styles)
- Worktools
- West Elm Work Greenpoint (all styles)
- West Elm Work Mesa (all styles)
- West Elm Work Sterling
- West Elm Work Lucas

**EXCEPTIONS TO THE LIFETIME COVERAGE**

**Systems, Storage, Desks and Tables (12 years)**
Height adjustable mechanisms and electronics, drawer slides, casters and adjustable brackets.

**Seating (12 years)**
Lounge power modules, wood frame side chairs, bent-ply or steel frames. Arm caps, foam and glides.

**Surfaces (12 years)**
- Laminate, solid surfaces and all standard textiles

**Worktools**
- 12 Years - cable management
- 3 Years - LED Intro light fixture and electrical desktop

**Warranty does not apply to product defects, damage, failure or loss resulting from:**

- Normal wear and tear.
- Failure to apply, install, assemble, handle, reconfigure, or maintain products according to published instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-AMQ | west elm components for use in the place of AMQ | west elm components in an integrated product solution.
- Extreme environmental conditions or improper storage.

**Warranty does not cover:**

- Any West Elm retail product.
- Variations occurring in surface materials (e.g., colorfastness, matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood and leather.
- Veneer, wood or marble intentional and natural variations that includes, but not limited to: character marks, grain pattern, color and natural color aging.

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# 5-year Limited Warranty
# West Elm Work Collection

**West Elm Work Collection Licensed Product Warranty covers the below products:**

- West Elm Work Slope (licensed style numbers)
- West Elm Work Nimbus (all styles)
- West Elm Work Lily Pad Tables (all styles)
- West Elm Work Stump Side Table
- West Elm Work Maisie Side Table
- West Elm Work Linear C Table
- West Elm Work Mesa Coffee Table
- West Elm Work Nolan Side Table
- West Elm Work Linear Wood LED Task Light

West Elm warrants that West Elm Work Collection Licensed products are free from defects in materials and workmanship for a period of five (5) years. This warranty is valid from the date of delivery to the original End User and is non-transferable. West Elm will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, west elm will provide a refund or credit for the affected product. End User means the final purchaser acquiring a West Elm Work Collection product from an AMQ | West Elm Authorized Dealer for the purchaser's own use and not for resale, remarketing or distribution.

**Limited warranty for upholstery:**
Fabrics and leathers are not guaranteed against wear, fading, or shrinking. Fabrics and leathers are warranted for one (1) year against defective material and workmanship under normal use.

**Warranty does not apply to product defects, damage, failure or loss resulting from:**

- Normal wear and tear.
- Failure to apply, install, assemble, handle, reconfigure, or maintain products according to published instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-AMQ | West Elm components for use in the place of AMQ | West Elm components in an integrated product solution.
- Extreme environmental conditions or improper storage.

**WARRANTY DOES NOT COVER:**

- Any West Elm retail product.
- Variations occurring in surface materials (e.g., colorfastness, matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood and leather.
- Veneer, wood or marble intentional and natural variations that includes, but not limited to: character marks, grain pattern, color and natural color aging.

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## Product Warranty Periods

Exemplis LLC, d.b.a. SitOnIt Seating (hereafter referred to as the Company), warrants to the original end user that this product will be free from defects in its material and workmanship when used in a single shift (standard eight-hour day, five days per week) for the following warranty periods:

### LIFETIME WARRANTY COVERAGE:

- All SitOnIt Seating products, except where noted below
- Structural Components: Prise, eBEAM, Switchback and Voyager

### 12-YEAR WARRANTY COVERAGE:

- Amplify, Torsa, Wit and Novo used in multi-shift (24/7) applications
- Lounge seating and occasional/lounge tables
- Bases: Ocala, Tensor
- Laminate tops
- Monitor arms[1]: King Cobra, Mobio series, Unity G2
- Plastic shells

### 10-YEAR WARRANTY COVERAGE:

- Non-Stop Heavy Duty, Freelance Bariatric and chairs purchased with a Heavy Duty (HD) or Large and Tall (LT) option used in multi-shift (24/7) applications
- Electrical Components: Prise and eBEAM

### SEVEN-YEAR WARRANTY COVERAGE:

- Electrical Components[2]: Switchback and Voyager

### FIVE-YEAR WARRANTY COVERAGE:

- Fabric, foam, knit back, mesh and mesh
- All filing products[3]
- CPU holders
- Screens[4]
- High Tide
- Keyboard trays
- Lighting fixtures
- Power components[5]: EON, Current, Power Strips
- Wire management

### TWO-YEAR WARRANTY COVERAGE:

- Fabric and foam cushioning for Non-Stop Heavy Duty, Freelance Heavy Duty and chairs purchased with an HD or LT option
- Multipurpose felt glides
- Half-Moon Pencil Drawer

### ONE-YEAR WARRANTY COVERAGE:

- Lighting power supplies
- Mouse pads
- Wrist rests

*1. Weight capacity of the monitor arms must be followed. If an arm is not functioning properly because of the weight of the monitor is outside of the advertised weight capacity, the monitor arm will not be considered defective under the warranty.*

*2. Please note that electrical components on a height-adjustable table include: hand controls, motors, control boxes and electrical cables.*

*3. This warranty does not cover damage from ordinary wear and tear, including paint finish changes and/or discoloration resulting from aging or exposure to light.*

*4. Warranty limited to finishes, tacking surface of tack boards and writing surface of whiteboards. Standard textiles limited to original manufacturer's warranty.*

*5. Power components are defined as any power unit with electrical outlets and/or USB/data connections, connector jumper cables for daisy chain and infeeds for hardwire applications.*

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# WARRANTY

## Freight Warranty

At SitOnIt Seating™, we take pride in crafting one-of-a-kind pieces. Products are thoughtfully inspected prior to being carefully wrapped and packed for shipment. Upon receiving your order, should your order be less than perfect, please follow these steps for an expedited resolution:

**IF DAMAGE IS VISIBLE:**

- Please accept shipment and report damages on the freight bill.
- Contact SitOnIt Seating Customer Experience to report the issue **within 10 days** after delivery.

**IF DAMAGE IS CONCEALED:**

- Save merchandise and packaging.
- Take a photo to document the damage.
- Contact SitOnIt Seating Customer Experience to report the issue **within 60 days** after delivery.

Either way, we are here to help! SitOnIt Seating Customer Experience Team is on standby to assist Monday through Friday, 5:00 a.m. to 5:00 p.m. PST. Call (888) 274-8664 or email sitonit@exemplis.com.

## The Company Does Not Warranty

- COM/COL textiles
- Product abuse or misuse
- Failure resulting from normal wear and tear
- User modification of or attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions and/or have been subject to improper storage
- Floor samples or display models
- The substitution or use of non-SitOnIt Seating components with SitOnIt Seating products
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- Minor irregularities of color, surface, grain and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases

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# WARRANTY

## Applicable Provisions To All Products And Services

The Company will repair or replace with a comparable product, at its option, without charge to the original purchaser, only defective products or parts found defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase.

For products purchased on or after August 1, 2012, the Company shall pay for all labor costs pre-approved by the Company. The payment of such pre-approved labor costs will be in the form of a credit to an active Company account.

There are no other warranties, expressed or implied, other than those specifically described, including, without limitations, any implied warranty or merchantability or of fitness for a particular purpose. The Company will not be responsible for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

Warranty claims must be reported within 60 days of any concealed damage. The Company will advise you of the procedure to follow when making warranty claims. Call the Company at the number below to explain the defect. Give your name, address and telephone number. Please be prepared with the model number and sales order number found under the seat of the chair.

SitOnIt Seating: (888) 274-8664

**EXHIBIT D**

## SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE FORM

**REVISED PRODUCTS AND PRICING – December 2, 2022**

**FOR DELIVERIES IN THE UNITED STATES AND CANADA**

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Any Product list-price adjustment shall be effective upon a thirty (30) day written notification given to Sourcewell.

The price for Partner Products purchased under this Agreement shall be the current Price List in effect at the time the purchase order is placed, less the minimum discounts on identified Partner Products listed below.

Deliveries from Dealer to Sourcewell shall be FOB, Sourcewell's Designated Location for Orders within the United States, and FCA, Sourcewell's Designated Location for Orders outside of the United States. Exceptions include Alaska, Hawaii, the Northwest Territories, Nunavut and Yukon, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to Sourcewell for Orders up to $200,000 list price. The service charge for Orders above $200,000 list price shall be negotiated.

Remote Location(s) Installation & Service: Any location outside of a 25-mile radius of the Steelcase Dealer's location(s) are considered remote. Upon request, the dealer would provide a not to exceed estimate with respects to travel, per diem, lodging and equipment rental, if needed, at the time of project quotation. Member would pay actual invoice of these items, upon verification of the fees.

| Steelcase Products | Price List / Order Size (in CAD/USD) Discounts off List | | |
|---|---|---|---|
| | Drop Ship | | |
| | $1 - $50,000 List | $50,001 - $150,000 List | $150,001 list and above |
| **Service Parts l Coalesse** | 35.00% | 35.00% | 35.00% or more* |
| **TS Lockers** | 60.12% | 62.38% | 62.38% or more* |
| **Carl Hansen Seating/Tables** | 48.42% | 50.00% | 50.00% or more* |
| **Balance of Coalesse (other than Exceptions below)** | 48.42% | 50.00% | 50.00% or more* |
| **Hosu Lounge Seating** | 48.42% | 50.00% | 50.00% or more* |
| **Lagunitas** | 48.42% | 50.00% | 50.00% or more* |
| **lessthanfive** | 48.42% | 50.00% | 50.00% or more* |
| **Massaud Collection** | 48.42% | 50.00% | 50.00% or more* |
| **Massaud Conference Collection** | 48.42% | 50.00% | 50.00% or more* |
| **Montara650** | 48.42% | 50.00% | 50.00% or more* |
| **Potrero415** | 48.42% | 50.00% | 50.00% or more* |
| **Balance of Orangebox Pods (other than Exceptions below)** | 42.75% | 44.25% | 44.25% or more* |
| **Balance of Orangebox (other than Exceptions below)** | 42.75% | 45.00% | 45.00% or more* |
| **a3 CeramicSteel Mobil** | 41.56% | 44.21% | 44.21% or more* |
| **Flow** | 40.00% | 41.00% | 41.00% or more* |
| **Motif** | 40.00% | 41.00% | 41.00% or more* |
| **Sans** | 40.00% | 41.00% | 41.00% or more* |
| **Balance of Polyvision by Designtex (other than Exceptions below)** | 41.56% | 44.21% | 44.21% or more* |
| **Service Parts l Steel** | 35.00% | 35.00% | 35.00% or more* |
| **200 Series Laterals** | 60.12% | 62.00% | 62.00% or more* |
| **453 Criterion** | 61.00% | 62.00% | 62.00% or more* |
| **462 Leap** | 59.76% | 61.13% | 61.13% or more* |

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## SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE FORM

| Steelcase Products | Price List / Order Size (in CAD/USD) Discounts off List | | |
|---|---|---|---|
| | Drop Ship | | |
| | $1 - $50,000 List | $50,001 - $150,000 List | $150,001 list and above |
| **464 Leap Work Lounge** | 50.00% | 52.00% | 52.00% or more* |
| **466 Reply** | 56.10% | 57.18% | 57.18% or more* |
| **475 Player** | 58.50% | 60.50% | 60.50% or more* |
| **487 Cachet Seating** | 53.00% | 54.30% | 54.30% or more* |
| **490 Move** | 53.00% | 54.30% | 54.30% or more* |
| **800 Laterals** | 57.93% | 63.25% | 63.25% or more* |
| **900 Laterals** | 57.93% | 63.25% | 63.25% or more* |
| **A La Carte** | 54.00% | 57.00% | 57.00% or more* |
| **Adjustable Tables - Airtouch** | 58.50% | 62.00% | 62.00% or more* |
| **Akira Tables** | 48.41% | 52.00% | 52.00% or more* |
| **Alight** | 54.00% | 57.00% | 57.00% or more* |
| **Amia** | 54.50% | 56.00% | 56.00% or more* |
| **Answer** | 61.00% | 63.03% | 63.03% or more* |
| **Answer Beam** | 61.00% | 63.03% | 63.03% or more* |
| **Answer Fence** | 61.00% | 63.03% | 63.03% or more* |
| **Answer Freestanding Desking** | 61.00% | 63.03% | 63.03% or more* |
| **Architectural Modular Power** | 51.18% | 53.56% | 53.56% or more* |
| **Avenir** | 60.00% | 62.00% | 62.00% or more* |
| **B Free - Furniture** | 46.00% | 48.00% | 48.00% or more* |
| **B Free - Seating** | 46.00% | 48.00% | 48.00% or more* |
| **Bassline** | 54.00% | 57.00% | 57.00% or more* |
| **Bivi** | 54.00% | 57.00% | 57.00% or more* |
| **Bottomline Task Light** | 49.00% | 50.00% | 50.00% or more* |
| **Brody Lounge Seating** | 43.00% | 45.62% | 45.62% or more* |
| **Buoy** | 54.00% | 57.00% | 57.00% or more* |
| **c:scape** | 46.00% | 51.23% | 51.23% or more* |
| **Campfire** | 54.00% | 57.00% | 57.00% or more* |
| **Clipper** | 54.00% | 57.00% | 57.00% or more* |
| **cobi** | 52.50% | 54.00% | 54.00% or more* |
| **Crew Guest Seating** | 54.00% | 57.00% | 57.00% or more* |
| **Crew Seating** | 54.00% | 57.00% | 57.00% or more* |
| **Divisio Screens** | 47.72% | 51.23% | 51.23% or more* |
| **Duo Storage For Answer** | 58.50% | 63.25% | 63.25% or more* |
| **Duo Storage For Montage** | 58.51% | 60.50% | 60.50% or more* |
| **Duo Storage For Post & Beam** | 58.51% | 60.50% | 60.50% or more* |
| **Elbrook** | 51.88% | 53.96% | 53.96% or more* |
| **FitWork** | 43.00% | 50.00% | 50.00% or more* |
| **Flex** | 47.00% | 51.95% | 51.95% or more* |
| **Flex Active Frames** | 47.00% | 51.95% | 51.95% or more* |
| **Flex Had** | 47.00% | 51.95% | 51.95% or more* |
| **FrameOne** | 50.50% | 53.70% | 53.70% or more* |
| **Gesture** | 55.00% | 56.48% | 56.48% or more* |
| **Groupwork** | 54.00% | 57.00% | 57.00% or more* |
| **High Density Storage** | 58.50% | 63.25% | 63.25% or more* |
| **i2i** | 52.50% | 54.00% | 54.00% or more* |
| **Jack Seating** | 54.00% | 57.00% | 57.00% or more* |
| **Jacket** | 54.00% | 57.00% | 57.00% or more* |
| **Jenny** | 54.00% | 57.00% | 57.00% or more* |
| **Kart Seating** | 50.00% | 52.00% | 52.00% or more* |
| **Kick** | 59.00% | 62.00% | 62.00% or more* |
| **Kick Freestanding Casegoods** | 59.00% | 62.00% | 62.00% or more* |

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## SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE FORM

| Steelcase Products | Price List / Order Size (in CAD/USD) Discounts off List | | |
|---|---|---|---|
| | Drop Ship | | |
| | $1 - $50,000 List | $50,001 - $150,000 List | $150,001 list and above |
| **LED Linear** | 49.00% | 50.78% | 50.78% or more* |
| **LED Shelf Light** | 49.00% | 50.00% | 50.00% or more* |
| **Lincoln** | 54.00% | 57.00% | 57.00% or more* |
| **Low Profile Floor** | 51.18% | 53.56% | 53.56% or more* |
| **Max Stacker III** | 58.00% | 60.00% | 60.00% or more* |
| **media:scape** | 44.00% | 45.00% | 45.00% or more* |
| **media:scape Lounge** | 44.00% | 45.00% | 45.00% or more* |
| **Migration** | 52.67% | 53.50% | 53.50% or more* |
| **Migration SE Bench** | 52.67% | 53.50% | 53.50% or more* |
| **Migration SE Desk** | 52.67% | 53.50% | 53.50% or more* |
| **Montage** | 58.50% | 62.00% | 62.00% or more* |
| **Tenor** | 52.50% | 55.10% | 55.10% or more* |
| **Node** | 52.50% | 55.10% | 55.10% or more* |
| **Wiesner Hager Nooi** | 47.50% | 49.70% | 49.70% or more* |
| **Ology Bench** | 50.00% | 51.95% | 51.95% or more* |
| **Ology Desk** | 50.00% | 51.95% | 51.95% or more* |
| **Overfile Cabinets** | 57.93% | 63.25% | 63.25% or more* |
| **Pathways Power & Communication** | 57.21% | 61.30% | 61.30% or more* |
| **Pivot** | 54.00% | 57.00% | 57.00% or more* |
| **Post & Beam System** | 58.50% | 60.50% | 60.50% or more* |
| **Premium Whiteboard** | 49.36% | 52.12% | 52.12% or more* |
| **Privacy Walls** | 49.00% | 51.00% | 51.00% or more* |
| **PW LSG** | 48.75% | 50.00% | 50.00% or more* |
| **Qivi** | 53.00% | 54.00% | 54.00% or more* |
| **Qt Pro** | 51.18% | 53.56% | 53.56% or more* |
| **Sarto Privacy Modesty Screen** | 48.00% | 53.61% | 53.61% or more* |
| **Scoop Stool** | 54.00% | 57.00% | 57.00% or more* |
| **Shortcut** | 54.00% | 57.00% | 57.00% or more* |
| **SILQ Seating** | 48.75% | 52.74% | 52.74% or more* |
| **Avenue** | 54.00% | 57.00% | 57.00% or more* |
| **Simple Seating & Tables** | 54.00% | 57.00% | 57.00% or more* |
| **Smoke** | 54.00% | 57.00% | 57.00% or more* |
| **Soffio Screen** | 46.88% | 53.05% | 53.05% or more* |
| **Standard Lighting** | 61.00% | 64.50% | 64.50% or more* |
| **Steelcase Series 1** | 55.62% | 57.00% | 57.00% or more* |
| **Steelcase Series 2** | 55.00% | 56.71% | 56.71% or more* |
| **Sylvi Lounge** | 44.38% | 46.95% | 46.95% or more* |
| **Think - Task** | 56.10% | 57.18% | 57.18% or more* |
| **Thread Floor Power System** | 43.00% | 44.00% | 44.00% or more* |
| **Tour** | 54.00% | 57.00% | 57.00% or more* |
| **TS Bins & Shelves** | 60.12% | 61.75% | 61.75% or more* |
| **TS Fixed Pedestals** | 60.12% | 61.75% | 61.75% or more* |
| **TS Laterals** | 60.12% | 62.38% | 62.38% or more* |
| **TS Mobile Pedestals** | 60.12% | 61.75% | 61.75% or more* |
| **TS Tower Too** | 60.12% | 61.75% | 61.75% or more* |
| **TS Underworksurface Latera** | 60.12% | 61.75% | 61.75% or more* |
| **TS Worksurfaces** | 60.12% | 61.75% | 61.75% or more* |
| **Umami** | 45.00% | 47.00% | 47.00% or more* |
| **Universal Bookcases** | 58.50% | 63.25% | 63.25% or more* |
| **Universal Combination Cabinets** | 58.50% | 63.25% | 63.25% or more* |
| **Universal Hard Surface Screen** | 48.00% | 53.61% | 53.61% or more* |

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| Steelcase Products | Price List / Order Size (in CAD/USD) Discounts off List | | |
|---|---|---|---|
| | Drop Ship | | |
| | $1 - $50,000 List | $50,001 - $150,000 List | $150,001 list and above |
| **Universal ITC/OTC Bins/Shelves** | 61.00% | 63.03% | 63.03% or more* |
| **Universal Lateral Files** | 58.50% | 63.25% | 63.25% or more* |
| **Universal Pedestals** | 61.00% | 63.03% | 63.03% or more* |
| **Universal Privacy Screens** | 48.00% | 53.61% | 53.61% or more* |
| **Universal Storage Cabinets** | 58.50% | 63.25% | 63.25% or more* |
| **Universal System Worksurface-Wood** | 58.50% | 63.25% | 63.25% or more* |
| **Universal Towers** | 58.50% | 63.25% | 63.25% or more* |
| **Universal Wardrobe Cabinets** | 58.50% | 63.25% | 63.25% or more* |
| **Universal Workstation Verticals** | 58.50% | 63.25% | 63.25% or more* |
| **Universal Lockers** | 57.93% | 63.25% | 63.25% or more* |
| **Universal Storage Accessories** | 58.50% | 63.25% | 63.25% or more* |
| **Universal System Screens** | 61.00% | 63.03% | 63.03% or more* |
| **Universal System Worksurfaces** | 61.00% | 63.03% | 63.03% or more* |
| **Universal Tables** | 61.00% | 63.03% | 63.03% or more* |
| **Uno** | 54.00% | 57.00% | 57.00% or more* |
| **V.I.A.** | 48.10% | 51.00% | 51.00% or more* |
| **V.I.A. LSG** | 48.10% | 51.00% | 51.00% or more* |
| **Verb** | 52.00% | 55.00% | 55.00% or more* |
| **Viccarbe** | 38.13% | 40.85% | 40.85% or more* |
| **Work Tents** | 50.00% | 53.35% | 53.35% or more* |
| **Convey** | 45.00% | 47.00% | 47.00% or more* |
| **Cura Seating** | 45.00% | 47.00% | 47.00% or more* |
| **Embold** | 45.00% | 47.00% | 47.00% or more* |
| **Empath Recliner Seating** | 45.00% | 47.00% | 47.00% or more* |
| **Exchange Tables** | 45.00% | 47.00% | 47.00% or more* |
| **Folio** | 45.00% | 47.00% | 47.00% or more* |
| **Leela** | 45.00% | 47.00% | 47.00% or more* |
| **Mineral Recliner Seating** | 45.00% | 47.00% | 47.00% or more* |
| **Mobile Overbed Tables** | 45.00% | 47.00% | 47.00% or more* |
| **Opus** | 45.00% | 47.00% | 47.00% or more* |
| **Park** | 45.00% | 47.00% | 47.00% or more* |
| **Pocket** | 45.00% | 47.00% | 47.00% or more* |
| **Regard** | 45.00% | 47.00% | 47.00% or more* |
| **Senza** | 45.00% | 47.00% | 47.00% or more* |
| **Sonata** | 45.00% | 47.00% | 47.00% or more* |
| **Service Parts l Steelcase Health** | 35.00% | 35.00% | 35.00% or more* |
| **Balance of Steelcase Health (other than Exceptions below)** | 45.00% | 47.00% | 47.00% or more* |
| **Surround** | 45.00% | 47.00% | 47.00% or more* |
| **Sync** | 45.00% | 47.00% | 47.00% or more* |
| **Tava** | 45.00% | 47.00% | 47.00% or more* |
| **Studio** | 33.33% | 35.90% | 35.90% or more* |
| **Studio B** | 33.33% | 35.90% | 35.90% or more* |
| **Balance of West Elm (other than Exceptions below)** | 49.00% | 50.50% | 50.50% or more* |
| **Currency** | 54.00% | 57.00% | 57.00% or more* |
| **Elective Elements** | 54.88% | 57.93% | 57.93% or more* |
| **Elective Elements Parameters** | 54.88% | 57.93% | 57.93% or more* |
| **Mackinac** | 50.50% | 55.00% | 55.00% or more* |
| **Sawyer** | 54.00% | 57.00% | 57.00% or more* |
| **Siento Seating** | 50.77% | 53.53% | 53.53% or more* |

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## SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE FORM

| Steelcase Products | Price List / Order Size (in CAD/USD) Discounts off List | | |
|---|---|---|---|
| | Drop Ship | | |
| | $1 - $50,000 List | $50,001 - $150,000 List | $150,001 list and above |
| **Verlay** | 52.50% | 54.57% | 54.57% or more* |
| **Service Parts l Wood** | 35.00% | 35.00% | 35.00% or more* |
| **Victor2** | 50.00% | 51.83% | 51.83% or more* |
| **Balance of Wood (other than Exceptions below)** | 50.17% | 52.94% | 52.94% or more* |
| **Flex Mobile Power** | 48.13% | 51.22% | 51.22% or more* |
| **Service Parts l Worktools** | 35.00% | 35.00% | 35.00% or more* |
| **Balance of Worktools (other than Exceptions below)** | 49.00% | 52.29% | 52.29% or more* |
| **Everwall** | 50.00% | 51.84% | 51.84% or more* |

| Partner Products | Price List / Order Size (in CAD/USD) Discounts off Partner MSRP | | |
|---|---|---|---|
| | Drop Ship | | |
| | $1 - $50,000 Partner MSRP | $50,001 - $150,000 Partner MSRP | $150,001 Partner MSRP and above |
| **Bolia** | 8.75% | 10.98% | 10.98% or more* |
| **Extremis** | 22.50% | 24.39% | 24.39% or more* |
| **FLOS Lighting** | 12.50% | 14.63% | 14.63% or more* |
| **Mattiazzi** | 43.75% | 46.34% | 46.34% or more* |
| **Mitchell Gold + Bob Williams** | 18.75% | 21.95% | 21.95% or more* |
| **Moooi** | 6.88% | 9.76% | 9.76% or more* |
| **Moooi Carpets** | 6.88% | 9.76% | 9.76% or more* |
| **Tom Dixon** | 1.25% | 15.85% | 15.85% or more* |
| **Established & Sons** | 6.25% | 8.54% | 8.54% or more* |

| Smith Systems Products | Price List / Order Size (in CAD/USD) Discounts off List | |
|---|---|---|
| | Drop Ship | |
| | $1 - $50,000 List | $50,001 list and above |
| **All Smith System Catalogue Products** | 35.00% | 35.00% or more* |

| AMQ Products | Price List / Order Size (in CAD/USD) Discounts off List | | |
|---|---|---|---|
| | Drop Ship | | |
| | $1 - $50,000 List | $50,001 - $150,000 List | $150,001 list and above |
| **AMQ Catalogue Products** | 54.75% | 58.00% | 58.00% or more* |
| **Activ, DT Riser, Iline, Kinex, Amobi, Concur, 3F, Revi, S-Series, Seating, Monitor Arms, Cable Management, Power Boxes** | 54.75% | 58.00% | 58.00% or more* |
| **Embank** | 55.20% | 58.13% | 58.13% or more* |
| **Tektis** | 49.83% | 54.13% | 54.13% or more* |
| **Intro WorkTools** | 54.76% | 57.90% | 57.90% or more* |
| **West Elm Work** | 49.00% | 50.50% | 50.50% or more* |

***Mutually agreed upon discount to be arrived at between Member, Dealer, and Steelcase. However, the discount to Member shall be no less than the discount in the preceding tier of that pricing category.**

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**EXCEPTIONS**

- All Price Lists: New Products.
- Coalesse Price Lists: Arzu, Nanimarquina Collection.

**OTHER**

- Terms and conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.
- Orders from more than one Price List may be combined for the purpose of defining Order Size (e.g. Steelcase Steel, Steelcase Wood, and Steelcase Worktools.)
- For Canadian Orders, the list-dollar amounts will be converted into Canadian Dollars (CAD) using the exchange factor of the corresponding Price List, and the discount will be applied to the applicable Steelcase Canada Price List(s).

**PARTNER PRODUCTS** - A general term which includes third party products sold in accordance with this Agreement. Partner Products include: FLOS Lighting, Mitchell Gold + Bob Williams, Bolia, Extremis, Moooi, Uhuru, Mattiazzi, Tom Dixon, Established & Sons.
Notwithstanding anything to the contrary, Product list-price adjustments for Partner Products will be made in conjunction with the price adjustments of Partner Products' manufacturers and are not subject to written notification to Sourcewell. The product selection evolves over time; availability is confirmed upon request at time of order. Any intellectual property related to Partner Products sold under this Agreement will be owned and retained by the manufacturer of such Products. Orders for Partner Products are not subject to change or cancellation without charge once the Order has been received. Steelcase will pass along any warranty with respect to Partner Products.

**APPLIED RESEARCH + CONSULTING** - Through a team of experienced of consultants, ARC brings deep knowledge to our customers and delivers benefits that typically include alignment of the workspace strategy, business strategy and desired behaviors; validation of how people work and interact with others—and their work environment; a co-created, integrated solution that supports the business direction; development of higher performing solutions; and employee and leadership buy-in for the proposed solution. Notwithstanding anything to the contrary, Applied Research + Consulting will not be subject to reporting or administrative fee payment for Contract Sales Activity unless otherwise agreed to in writing by Steelcase on a case-by-case basis.

**WORKPLACE TOOLS + RESOURCES** - Through a combination of asking, observing, and creating experiences to bring a deeper understanding of the explicit, tacit, and latent needs to be uncovered. WT+R can host discovery exercises and collaborative situation workshops with Sourcewell Members that focus on understanding workplace issues of your organization and user needs. They also offer concept reviews of applications that help our customers to visualize the ways Steelcase products can support specific workplace needs in place, posture, and control. Notwithstanding anything to the contrary, Workplace Tools + Resources will not be subject to reporting or administrative fee payment for Contract Sales Activity unless otherwise agreed to in writing by Steelcase on a case-by-case basis.

**SMITH SYSTEM PRODUCTS** - A third-party product which is manufactured by Smith System, Inc. ("Smith System"), a subsidiary company of Steelcase Inc. Notwithstanding anything to the contrary in the Agreement, product list-price adjustments for Smith System Products will be made in conjunction with the price adjustments of Smith System. Any intellectual property related to Smith System Products sold under this Agreement will be owned and retained by Smith System. Steelcase will pass along any warranty with respect to Smith System Products sold under this Agreement. Smith System Products are priced FOB factory and shipped FOB Dock McKinney, Texas 75069. Freight charges for Smith System Product shipments are prepaid and added to the invoice. Any installation charges will be extra. Cancellation or modification of Smith System Product orders must be submitted to the Smith System contact listed below in writing; in some cases, a cancellation fee may be charged if raw materials, work in progress or special products are involved. Smith System Product orders are invoiced on day of shipment. Smith System reserves the right to discontinue products and change product specifications and prices. Smith System Products shall be included in Steelcase's sales report and shall be subject to the administrative fee in the same manner as Steelcase Products sold in accordance with this Agreement.

For notice, product and ordering questions at Smith System, please contact CustomerService@smithsystem.com.

**AMQ PRODUCTS** - A third-party product which is manufactured by AMQ Solutions, LLC ("AMQ"), a subsidiary company of Steelcase. Any intellectual property related to AMQ Products sold under this Agreement will be owned and retained by AMQ. Steelcase will pass along any warranty with respect to AMQ Products sold under this Agreement. AMQ reserves the right to make changes in design and material, as well as discontinuance of parts and units when such action is deemed to be an

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improvement in design, function and/or construction. Orders of AMQ Products under $1,500 purchase price will be subject to a $100 freight surcharge.

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## PRODUCTS AND PRICING (continued)

### DEALER SERVICES AND RATES

The rates below are subject to periodic rate increases, subject to prior written notification from Steelcase. Other terms may apply due to specific scope and will be quoted by the Dealer on a case-by-case basis. Rates are ceiling-based rates.

| SERVICE FEES | RATES |
|---|---|
| | |
| UNION/PREVAILING WAGE INSTALLATION/REPAIR/DELIVERY | |
| Standard Straight Time, per hour* | Per Local Rates |
| Time and Half, per hour* | Per Local Rates |
| Double Time, per hour* | Per Local Rates |
| **Added Terms may apply, minimums, after hours, Sundays, holidays, etc.* | |
| NON-UNION WAGE INSTALLATION/REPAIR/DELIVERY | |
| Standard Straight Time, per hour* | $80.00 |
| Time and Half, per hour* | $120.00 |
| Double Time, per hour* | $160.00 |
| **Added Terms may apply, minimums, after hours, Sundays, holidays, etc.* | |
| PROJECT MANAGEMENT/COORDINATION & DESIGN SERVICES | |
| Project Management/Coordination, per hour | $100.00 |
| Field Verifications | $90.00 per hour |
| Floor Core locations | |
| Inventory of existing product in field | |
| Coordination of electrical | |
| Design Programming with schematic design | |
| Space Planning | |
| Occupancy Planning/CAD Drafter | |
| Test Fits | |
| Accessorizing | |
| Architectural Finish Selection | |
| Strategic Planning Services | $150.00 |
| Reconfiguration of existing product with or without new product | $125.00 |
| Furniture Renderings: depending on type requested | $150 to $600 each |
| Virtual Reality Simulation | Quoted to scope |
| WAREHOUSE & ASSET MANAGEMENT | |
| Storage | $5 per cubic ft per month |
| Asset Management | $90.00 per hour |
| Long Term Asset Management of products (per separate Agreement) | Quoted to scope |
| Ins and Outs | |
| On-Site Asset Management | |
| MOVE MANAGEMENT | |
| Decommissioning Services | Quoted to scope |
| Move Management Services | |

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## PRODUCTS AND PRICING (continued)

### DEALER SERVICES AND RATES (continued)

| SERVICE FEES | RATES |
|---|---|
| | |
| MAINTENANCE/REPAIR/REFURBISHING | |
| Maintenance* – Servicing accessories: locks, chairs, keyboards, monitor arms, etc.<br><br>**Added Terms may apply, minimums, after hours, Sundays, holidays, etc.* | $80.00/hr. Std.Straight Time<br>$120.00/hr. Time & Half<br>$160.00/hr. Double-time |
| Maintenance* - Repair, Refinishing, Touch up, trim repainting; laminate trim/edge repairs<br><br>**Added Terms may apply, minimums, after hours, Sundays, holidays, etc.* | $80.00-$130.00/hour Std. Straight Time<br>Plus Travel |
| Fabric Cleaning*: seating and panel<br><br>**Added Terms may apply, minimums, after hours, Sundays, holidays, etc.* | $35.00 each piece*<br>Plus Travel |
| Seating fabric-guarding* (task, desk, and side chairs)<br><br>**Added Terms may apply, minimums, after hours, Sundays, holidays, etc.* | $35.00 per chair*<br>Plus Travel |
| Leather Seating Upholstery Cleaning | Quoted to scope |
| MISCELLANEOUS | |
| Supplier Personnel travel expenses | Member's Prior Approval |
| Disposal/Recycling | Quoted to scope |

Travel expenses will be quoted extra.

**Additional Services**
Rates submitted for services are ceiling-based rates which will vary based on pricing variables such as varying site conditions, hours of installation, size of projects, and other factors. These rates are ceiling-based, and therefore we encourage Sourcewell Members to negotiate lower rates for these services on a project-by-project basis with authorized Steelcase Dealers, when more specific project information is known.

**Union or Prevailing Wage**
Where applicable, servicing Dealers will abide by union or prevailing wage rates and quote accordingly.

**Customer Own Material ("COM")**
Customer Own Material ("COM") includes fabric, laminates, and non-contracted ancillary products. COMs are allowed and may include an associated dealer mark-up and in some cases a freight charge, depending on the COM selected by the Member. COM mark-up will have a 35% ceiling.

**Additional Charges May Apply For:**

- Orders of an aggregate unit quantity, example of 1 - 10 chairs, desks, files, peds, etc. - CB $300 fee per delivery.
- Major Metro Markets and any non-ground floor installation: CB 1% - 3.5% of list product value
  - Major Metro Markets include large population centers and urban environments.
- Installation in a clinical/medical environment: CB 1% - 3.5% of list product value
- Special restrictions or limits established by local laws, ordinances, or the directions of the Member, including yet not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: CB 1% - 3.5% of list product value
- Installations outside normal service area, which is typically a 25-mile radius of the servicing dealer: CB 2% of list product value.

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- Local Prevailing Wage and/or Union Labor Rates
- Any additional charges shall be quoted by the dealer and approved by the Member prior to performance of the work.
- "CB" = Ceiling Based

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**EXHIBIT E**

# CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DocuSigned by:
TJ Protsman
Signature

Sales Director
Title

One Workplace/ PBI
Agency/Organization

3/31/2023 | 3:33 PM PDT
Date

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# Monterey County
# Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

**Agreement No.: A-16211**
a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with One Workplace for the period of April 19, 2023, through June 30, 2028, in the amount of $2,000,000 to purchase furniture and furniture installation for the Department of Social Services; and
b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this Agreement as long as they do not exceed 10% ($200,000) of the agreement amount or significantly change the scope of work.

**PASSED** AND **ADOPTED** on this 18th day of April 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 18, 2023.

Dated: April 19, 2023
File ID: A 23-110
Agenda Item No.: 41

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

**Introduced:** 9/10/2025

**Current Status:** Department of Social Services - Consent

**Version:** 1

**Matter Type:** BoS Agreement

a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with the County of Santa Cruz Human Services Department allowing them to use County of Monterey Cherish Receiving Center for the temporary placement of children removed from their homes, where the County of Santa Cruz will reimburse County of Monterey for the placements in an amount not to exceed $168,510 for the period of October 1, 2025 through September 30, 2028; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement that do not encompass payment by Monterey County or significantly change the scope of work.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director or designee of the Department of Social Services to sign an agreement with the County of Santa Cruz Human Services Department allowing them to use County of Monterey Cherish Receiving Center for the temporary placement of children removed from their homes, where the County of Santa Cruz will reimburse County of Monterey for the placements in an amount not to exceed $168,510 for the period of October 1, 2025 through September 30, 2028; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement that do not encompass payment by Monterey County or significantly change the scope of work.

SUMMARY/DISCUSSION:
The County of Monterey Department of Social Services (DSS) currently operates the Cherish Center, a Receiving Center for youth at risk of abuse and/or neglect where they can be placed for up to 72 hours. The Center provides services to reduce the trauma inflicted upon youth who have been removed from their home and provides support through the initial crisis. Currently, operation of the Center is contracted through Aspiranet, a non-profit family services agency.

The Santa Cruz County Human Services Department (SCHSD) has a need and desire to utilize available beds and space in the CHERISH Center as an adjunct to the programs they run themselves. Through this agreement, DSS will allow SCHSD use of the CHERISH Center facility within the existing scope of contracted services from Aspiranet.

SCHSD will reimburse DSS at a rate of $80.00 per hour for each child placed in the center, up to a maximum of $5,760 per child per 72-hour stay for a total not to exceed $168,510 for the term of the

agreement.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

FINANCING:

Santa Cruz County will reimburse County of Monterey for costs related to their use of the CHERISH Center. There is no cost to County of Monterey as a result of the approval of this recommendation.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement correlates to the Health & Human Services Strategic Initiatives adopted by the Board of Supervisors by allowing the Department to partner with Santa Cruz County so foster children in their county are provided with a safe temporary place to stay when removed from their homes by child welfare.

Check the related Board of Supervisors Strategic Initiatives:

__ Economic Development
__ Administration
X Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Sara Sturtevant, Management Analyst II, x4413

Approved by Roderick Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

**Introduced:** 9/10/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** BoS Agreement

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__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Sara Sturtevant, Management Analyst II, x4413

Approved by Roderick Franks, Director, x4430

Attachments: Agreement

The proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

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# CHERISH
(72-Hour Receiving Center Access)

# AGREEMENT

between

COUNTY OF MONTEREY, through its
DEPARTMENT OF SOCIAL SERVICES

and

COUNTY OF SANTA CRUZ, through its
HUMAN SERVICES DEPARTMENT

October 1, 2025 – September 30, 2028

Docusign Envelope ID: B36004ED-C43C-4C29-B053-9347220C992A

# AGREEMENT FOR AVAILABILITY OF EMERGENCY PLACEMENT OF MINORS

## I. DECLARATION

This agreement is entered into by and between the COUNTY OF MONTEREY, through its DEPARTMENT OF SOCIAL SERVICES hereinafter referred to as DSS, and the COUNTY OF SANTA CRUZ, through its HUMAN SERVICES DEPARTMENT, hereinafter referred to as SCHSD, for the purpose of coordinating access to the CHERISH Center to place youth who have been removed from their family or youth in placement transition for up to 72 hours. The purpose of this Agreement is to identify the roles and responsibilities of each of the parties.

## II. BACKGROUND

DSS, as part of its services to children subjected to abuse and/or neglect, and to assist those children to recover from the trauma experienced by removal from their home, provides placement through a 72-hour Receiving Center ("Center"). SCHSD has a need and desire to utilize available beds and space in that Receiving Center as an adjunct to programs that they may run themselves. DSS is willing to make available beds and space accessible to SCHSD for this purpose.

CHERISH is designed to support children through the trauma of removal from their birth families and to ease the transition between placements for children disrupting from Child Welfare Placements. CHERISH provides a supportive, child-friendly place where children can be looked after safely while more thoughtful placements are researched.

## III. SCOPE OF SERVICES

SCHSD agrees to:

- Follow established written guidelines and schedules for on-call staff and adhere to DSS staff facility access steps. For purposes of this Agreement and placement of SCHSD minors the Center may accept a child from SCHSD in accordance with the following agreements:
    - Only Child Welfare Staff may admit youth to Cherish and they will:
        - Register the youth by phone, advising the staff of the ages, sex and any special circumstances including medications.
        - Complete the CHERISH Intake Form (Exhibit A)
        - Ensure Youth are advised of their personal rights per W&IC 308, subdivision (b)[1]
        - Sign in as requested by CHERISH Staff
        - Advise Cherish Staff of the status of the child and placement consideration.
        - After Hours, if needed, Child Welfare Staff should remain with the child until Child Care Staffing levels are appropriate.
        - Pick up youth within 72 hours and sign appropriate discharge documents.
        - Ensure the confidentiality of the Center and not provide the address or location to any case participant.

[1] CA Legislature.gov W&IC 308b: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=308.&lawCode=WIC

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- Upon Placement of a child in the Center, SCHSD shall provide a contact person and phone number for the appropriate SCHSD staff responsible for that child.

NOTE: The following are considered inappropriate for placement at CHERISH:
1. Homeless youth and runaway youth who are not dependents.
2. Youth arrested for a crime or status offense.

- Follow established written guidelines on High-Risk Youth (Exhibit B) for purposes of this Agreement and placement of SCHSD minors. Reference, duties, and obligations set forth in that document regarding DSS social workers shall be interpreted to apply to the responsible SCHSD social worker.

- Ensure youth do not stay more than 72 consecutive hours related to any one incident.

- Provide all necessary information to allow Center staff to provide the necessary support.

- Ensure that a point of contact person is designated and available 24/7 to enhance communication and to ensure timely follow-up.

- SCHSD is not required to utilize any minimum number of spaces per month or year and understands that *beds/spaces are provided by DSS as available only with no guarantee that Cherish will have openings when needed by SCHSD*.

DSS agrees to:

- Receive children 24 hours a day, seven days a week from authorized SCHSD staff (ages newborn to seventeen). Assess immediate needs, settle and orient children to the Center. Provision of placement space in the Center is as available only. DSS reserves the right to change the exact location of the Center upon giving SCHSD notice of that change in location or operation.

- Ensure that the Center maintains core operational hours of 12:00 AM – 11:59 PM, (24 hours per day) and seven days per week.

- Ensure that the Center has the capacity to care for a maximum of six (6) children at one time, from newborn to seventeen (17) years of age. Staffing level and facility accommodations will meet the diverse needs of this population, including being able to care for ill and distraught children. Staffing shall be maintained at a ratio of at least one staff person for every three (3) children.

- Conduct a general health history and health inventory (with children of appropriate ages and emotional stability). If Center staff identifies any health situations needing attention, Center staff will contact the SCHSD staff, who will be responsible for taking the child to an appropriate medical facility, unless it is an emergency in which case Center staff will contact 911.

- Assess and document the child's known problem behaviors, medical needs, likes and dislikes (food/special toy).

- Provide help, supervision, and support of the children, including, but not limited to providing:

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  - Snacks, meals and clean clothing, including sleepwear, if needed.
  - Shower, bathing facilities, basic hygiene and de-lousing services (as appropriate); Supply toothbrushes, shampoo, hygiene goods, etc.
  - Assistance with medications (limited to tracking of medication administration).
  - Age-appropriate activities.
  - Observation of children and their interactions with others.
  - Basic mental health screening and case management to assess the immediate needs of children.

- Document and report to SCHSD all significant assessments made by Center staff, as well as services provided. Information will be provided only to appropriate SCHSD staff.

- Document and maintain a record of services provided.

- Provide bilingual services, as needed and available.

- Provide a safe, clean and child-friendly Center facility that meets the following minimum requirements:
  - Kitchen, laundry, bathroom and bathing facilities
  - Office space, meeting and interview rooms
  - Play areas
  - Segregated sleeping areas to accommodate age/gender appropriate separation

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

The COUNTY OF MONTEREY shall indemnify, defend, and hold harmless the COUNTY OF SANTA CRUZ, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY OF MONTEREY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY OF SANTA CRUZ. The "COUNTY OF MONTEREY's" performance" includes the COUNTY OF MONTEREY's action or inaction and the action or inaction of COUNTY OF MONTEREY's officers, employees, agents and subcontractors.

The COUNTY OF SANTA CRUZ shall indemnify, defend, and hold harmless the COUNTY OF MONTEREY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY OF CRUZ's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY OF MONTEREY. The "COUNTY OF SANTA CRUZ's performance" includes the COUNTY SANTA CRUZ's action or inaction and the action or inaction of COUNTY OF SANTA CRUZ's officers, employees, agents and subcontractors.

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B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting either Party's duty to indemnify, each Party shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability, including but not limited to premises, personal injuries (including sexual abuse and molestation liability), products, and completed operations, with a combined single limit of not less than $2,000,000.00 (two million dollars) per occurrence; and

Comprehensive Automobile Liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than $1,000,000.00 (one million dollars) per occurrence; and

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to both parties and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date the parties complete their performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Each party, its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of state and Federal law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by either party from access to any such records, and from contact with its clients and complainants, shall be used by either party only in connection with its conduct of the program under this Agreement. Either party shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of either party shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: Each party shall prepare and maintain all reports and records that may be required by federal, state or county laws, rules, policies, and regulations, and shall furnish such reports and records to the other party, and to the state and federal governments as required, or upon request of the other party.

Retention of Records: Each party shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third-party performing work related to this Agreement) for a minimum period of five (5) years from the date of final payment under this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. TERM

This Agreement shall commence effective October 1, 2025, and remain in full force and effect through September 30, 2028, or until terminated as provided herein. Either party may terminate this Agreement by

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giving thirty (30) days' written notice to the other party. If the CHERISH Receiving Center is no longer licensed with the Community Care Licensing Division of CDSS for any reason, DSS shall notify SCHSD of commensurate termination of this Agreement, which shall be immediate.

E. FISCAL

The maximum obligation of SCHSD under this Agreement shall be $80 per hour of placement in the Center, up to a maximum of 72 hours per child, per incident, with a 72-hour maximum not to exceed $5,760.00 per child, for a total not-to-exceed $168,510 for the term of the Agreement. On July 1 of every year of this Agreement, this hourly rate may be subject to an annual cost of living increase/adjustment. DSS shall give SCHSD at least thirty (30) days' notice of the applicable adjustment.

DSS will submit to SCHSD quarterly billing for any occupancy, and payments shall be made by SCHSD within thirty (30) days of tender of that billing.

Billing Claims will be sent to:
County of Santa Cruz Human Services Department
Centralized Contracting Unit
1040 Emeline Ave.
Santa Cruz, CA 95060
hsdccu@santacruzcountyca.gov

Payments will be sent to:
County of Monterey Department of Social Services
Administrative Services Branch
1000 S. Main Street, Suite 306
Salinas CA, 93901

All payments must be received no later than thirty (30) days after the end of each quarter, or after termination of this Agreement.

SCHSD shall submit a copy of each payment simultaneously to the DSS contact listed in V. NOTICE, below.

V. NOTICE

Notice to the parties in connection with this Agreement shall be given personally, or by regular mail, addressed as follows:

Notice to SCHSD:
Gloria Carroll, Division Director
Family & Children's Services
County of Santa Cruz Human Services Department
1000 Emeline Ave.
Santa Cruz, CA 95060
Gloria.Carroll@santacruzcountyca.gov

Notice to DSS:
Eva Jeronimo, Assistant Director
Department of Social Services
1000 South Main Street
Salinas, CA 93901
Jeronimoe@countyofmonterey.gov

Docusign Envelope ID: B36004ED-C43C-4C29-B053-9347220C992A

Each party reserves the right to make a reasonable change to the designated contact person and address of its own contact person. Such change shall be required to be in writing and provide at least 30 days' notice to the other party in advance of the change. Such change shall not require an amendment to this Agreement.

*(signature page follows)*

Docusign Envelope ID: B36004ED-C43C-4C29-B053-9347220C992A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

By: Date:

Roderick Franks, Director
County of Monterey
Department of Social Services
franksrw@countyofmonterey.gov

By: Signed by: Kimberly Petersen 70A044752DD148... Date: 9/9/2025

Randy Morris, Director
County of Santa Cruz
Human Services Department
Randy.Morris@santacruzcounty.us

APPROVED AS TO FORM:

DocuSigned by: Anne Brereton A46091E5DE63489...

County of Monterey Deputy County Counsel

Date: 9/9/2025 | 6:26 PM PDT

APPROVED AS TO FORM:

Signed by: Ruby Marquez 1082D30064A9460...

County of Santa Cruz Assistant County Counsel

Date: 9/3/2025

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by: Patricia Ruiz E79EF64E57454F6...

County of Monterey Auditor-Controller's Office

Date: 9/10/2025 | 1:49 PM PDT

APPROVED AS TO INSURANCE:

Signed by: Gina Occhipinti Borasi E4EADC5BA53B4DB...

County of Santa Cruz Risk Manager

Date: 9/3/2025

DS BL

Docusign Envelope ID: B36004ED-C43C-4C29-B053-9347220C992A

EXHIBIT A – DSS-SCHSD MOU Cherish Receiving Center

**CHERISH RECEIVING CENTER INTAKE INFORMATION**
(County Social Worker to Complete)

Date: Time (AM/PM):

**SOCIAL WORKER INFORMATION**

Signature:

Name (Print):

Phone (mobile):

Office Phone:

SW Supervisor Name:

SW Supervisor Phone:

After Hours Contact:

After Hours Phone:

**CHILD INFORMATION**

Last Name: First Name:

Preferred Name:

Age: DOB:

Sex Assigned at Birth: Male/Female

Child's Spoken Language:

Removed from: Bio-Home Relative Hospital Group Home Foster Family
Runaway Status Other

Reason for Removal:
Abuse: Physical, Sexual or Emotional Abuse
Abuse of Sibling
Neglect
Caretake Absence or Incapacity
Change of Placement

Please explain relevant circumstances:

Docusign Envelope ID: B36004ED-C43C-4C29-B053-9347220C992A

| | | |
|---|---|---|
| Known Issues: (Please Circle) | Fire Setting: Yes/No<br>Self-Harm: Yes/No<br>Violence against others: Yes/No<br>Pregnancy: Yes/No<br>Other: _____<br>_____ | Runaway Risk: Yes/No<br>Gang Involvement History: Yes/No<br>Delinquent Behavior: Yes/No<br>Sexually Inappropriate Behavior: Yes/No |

**ASSESSMENT NEEDS**

| | |
|---|---|
| Is the child taking any medications? | Yes/No/Unknown |
| If yes, kind, frequency, dosage: | |
| Any known allergies? | Yes/No/Unknown |
| If yes, to what? | |
| Dietary Restrictions? | Yes/No/Unknown |
| If yes, what? | |
| Special Medical Needs? | Yes/No/Unknown |
| If yes, what? | |
| May Nurse contact previous caregiver? | Yes/No/Unknown |
| Please provide contact information: | |
| Child is authorized to call: | Name:<br>Phone Number: |

**EXIT INFORMATION**

| | | |
|---|---|---|
| Date of Discharge: | Time of Discharge (AM/PM): | CFT: Yes/No |
| Discharged to: | Parent Relative Foster Family Group Home Hospital Runaway Status Other | |
| Discharge to: | Name:<br>Address: | |

Docusign Envelope ID: B36004ED-C43C-4C29-B053-9347220C992A

EXHIBIT B – DSS-SCHSD MOU Receiving Center

## POLICY FOR ADMITTING HIGH RISK YOUTH

High Risks and Unusual Circumstances may include:

1. Clients under the influence of drugs or alcohol.
2. Clients who have family and/or friends that know the Cherish location.
3. Clients who exhibit high risk behavior, such as threats, violence, suicidal ideation, gang affiliation, etc.
4. Previous clients with known high-risk behaviors.

If it is determined before client's arrival that the client presents a high risk, then

1. Cherish staff will inform Cherish Supervisor.
2. Cherish Supervisor will inform Cherish Director.
3. Cherish Supervisor will inform Cherish on-call staff to be prepared to come in if needed in case of an emergency.
4. Cherish Director and DSS Program Manager will consult to draft a safety plan and inform their respective staff.
5. Nurse and Behavioral Health staff will be contacted.
6. DSS Staff who brings in the high-risk youth may stay on-site to assist.
7. Safety plan is put into place.

*** For clients under the influence: DSS staff will take client to the hospital first for evaluation. Once cleared, client may be brought to site. ***

If multiple youth are in the center, then

1. Cherish staff will inform Cherish Supervisor.
2. Cherish Supervisor will call in Cherish on-call staff to work.
3. Cherish Supervisor will inform Cherish Director.
4. DSS Staff may choose to stay on-site to assist if approved by the on-call County Standby Supervisor. County Standby Supervisor also has option of contacting DSES standby worker to assist.

If a youth begins to exhibit high risk behavior:

1. Cherish staff contacts Cherish Supervisor.
2. Cherish Supervisor will:
    a. Go to site to assist
    b. Call Cherish on-call staff in to assist
    c. Call DSS standby in to assist
    d. Call Behavioral Health Staff
    e. Call Cherish Director

In extreme cases, if youth's behavior is beyond control, staff will call 911.

# County of Monterey

## Board Report

**Legistar File Number: MIN 25-064**

# Item No.30

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/15/2025

**Current Status:** General Government - Consent

**Version:** 1

**Matter Type:** Minutes

Receive the action minutes from the May 12 and August 14, 2025, Legislative Committee meetings.

RECOMMENDATION:
It is recommended that the Board of Supervisors receive the action minutes from the May 12 and August 14, 2025, Legislative Committee meetings

SUMMARY:
The Legislative Committee regularly meets and submits its action minutes to the Board of Supervisors for receipt.

DISCUSSION:
The Legislative Committee met on May 12 and August 14, 2025. The action minutes from those meetings were approved by the Legislative Committee on August 14 and September 8, 2025, respectively. The Committee submits the action minutes from these meetings to the Board of Supervisors for receipt.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Legislative Committee approved its action minutes on August 14 and September 8, 2025, as described above. The County Administrative Office - Intergovernmental & Legislative Affairs Division (CAO-IGLA) prepared this report. Information was provided to the Legislative Committee by CAO-IGLA, various County departments, and the County's state and federal legislative advocates.

FINANCING:
Receipt of the Legislative Committee action minutes has no impact on the General Fund. The County Legislative Program is funded through the County Administrative Office-Department 1050, Intergovernmental & Legislative Affairs Division-Unit 8054.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Legislative Program and Strategic Grant Services Program engage in activities that address all areas of the Board's Strategic Plan Goals. The Legislative Committee regularly receives reports on these activities.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

**X** Well-Being and Quality of Life
**X** Sustainable Infrastructure for the Present and Future
**X** Safe and Resilient Communities
**X** Diverse and Thriving Economy

If it does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative - NA

Prepared by: Nicole Hollingsworth, Legislative Program Manager
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:

- Legislative Committee Action Minutes (5/12/25, 8/14/25)

**Introduced:** 9/15/2025 **Current Status:** Agenda Ready

**Version:** 1 **Matter Type:** Minutes

Receive the action minutes from the May 12 and August 14, 2025, Legislative Committee meetings.

RECOMMENDATION:

It is recommended that the Board of Supervisors receive the action minutes from the May 12 and August 14, 2025, Legislative Committee meetings

SUMMARY:

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DISCUSSION:

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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

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FINANCING:

Receipt of the Legislative Committee action minutes has no impact on the General Fund. The County Legislative Program is funded through the County Administrative Office-Department 1050, Intergovernmental & Legislative Affairs Division-Unit 8054.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

The Legislative Program and Strategic Grant Services Program engage in activities that address all areas of the Board's Strategic Plan Goals. The Legislative Committee regularly receives reports on these activities.

Mark a check to the related Board of Supervisors Strategic Plan Goals:

**X** Well-Being and Quality of Life
**X** Sustainable Infrastructure for the Present and Future
**X** Safe and Resilient Communities
**X** Diverse and Thriving Economy

If it does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative - NA

Prepared by: Nicole Hollingsworth, Legislative Program Manager
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:

- Legislative Committee Action Minutes (5/12/25, 8/14/25)

# County of Monterey

Government Center - Monterey Room
168 W. Alisal St., 2nd Floor
Salinas, CA 93901

## Meeting Minutes - Draft

**Special Meeting**

**Thursday, August 14, 2025**

**11:00 AM**

**Join via Zoom at https://montereycty.zoom.us/j/98147828225 Webinar ID: 981 4782 8225 or in person at the address listed above or at 11140 Speegle St, Castroville, CA District 2 Office**

## Legislative Committee

***Supervisor Glenn Church – District 2***
***Supervisor Luis Alejo – District 1***

**Call to Order**

**The meeting was called to order at 11:00 a.m.**

**Additions and Corrections**

**None.**

**Public Comment Period**

**None.**

**Approval of Action Minutes**

**1.** Consider approval of the action minutes from the May 12, 2025, Legislative Committee meeting.

**ACTION: Approved the action minutes from the May 12, 2025 Legislative Committee meeting.**

**Reports from Legislative Offices**

**2.** Introduction of staff and brief reports from State/Federal Legislative Offices:

a. Office of Senator Alex Padilla
b. Office of Senator Adam Schiff
c. Office of Congressman Jimmy Panetta
d. Office of Congresswoman Zoe Lofgren
e. Office of Senator John Laird
f. Office of Assemblymember Robert Rivas
g. Office of Assemblymember Dawn Addis

**ACTIONS:**
**Received reports by:**
**- Office of Senator John Laird by Isabel Meza**
**- Office of Assembly Speaker Robert Rivas by Gilbert Ramos**

**Federal Report - Presenter: Maria Tripplaar & Katlyn Koegel (Ballard Spahr LLP)**

**3.** Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:

a. Federal Government Update
    i. Congressional Overview
    ii. Executive Order Updates
b. Appropriations Update, including Community Project Funding Requests
c. Federal Advocacy
    i. U.S. Department of Defense, Defense Community Infrastructure Program for the Jolon Road Safety Improvement Project
    ii. National Outer Continental Shelf Oil and Gas Leasing Program
    iii. Migrant Education Program and Other Education Categorical Funding
d. Legislation
    i. FEMA Independence Act of 2025 (H.R. 2308)

ii. Secure Rural Schools Reauthorization Act (S. 356)
iii. Farm Workforce Modernization Act (H.R. 3227)
iv. Central Coast Ocean Protection Act of 2025 (H.R. 2882)
v. West Coast Ocean Protection Act of 2025 (H.R. 2849, S. 1432)
vi. The Reentry Act (H.R. 2586)
vii. Bipartisan Background Checks Act of 2025 (H.R. 18)
viii. Enhanced Background Checks Act of 2025 (H.R. 3868)
ix. Renewing Immigration Provisions of the Immigration Act of 1929 (H.R. 4696)
e. Federal Bill/Issues Track

**ACTIONS:**
**- Received reports;**
**- Authorized a letter opposing the Proposed 11th National Outer Continental Shelf Oil and Gas Leasing Program**
**- Authorized a letter supporting educational categorical funding.**
**- Adopted a "support" position on the FEMA Independence Act of 2025 (H.R. 2308/S. 356)**
**- Adopted a "support" position on the Farm Workforce Modernization Act (H.R. 3227)**
**- Adopted a "support" position on the Central Coast Ocean Protection Act of 2025 (H.R. 2882)**
**- Adopted a "support" position on the West Coast Ocean Protection Act of 2025 (H.R. 2849/S. 1432)**
**- Adopted a "support" position on The Reentry Act (H.R. 2586)**
**- Adopted a "support" position on the Bipartisan Background Checks Act of 2025 (H.R. 18)**
**- Adopted a "support" position on the Enhanced Background Checks Act of 2025 (H.R. 3868)**
**- Adopted a "support" position on the Renewing Immigration Provisions of the Immigration Act of 1929 (H.R. 4696)**

**State Report - Presenters: Ashley Walker & Kasha Hunt (Nossaman LLP)**

**4.** Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
a. Status of the Legislature
b. Status of the State Budget
c. Legislation
i. SB 694 (Archuleta) Veterans Benefits Protection Act of 2025
d. AB 1439 (Chapter 369, Statutes of 2023) Low-income housing tax credits: farm worker housing. - Implementation
e. Governor's Actions and Executive Orders
f. State Bill/Issues Track

**ACTIONS:**

**- Received reports;**
**- Adopted a "support" position on SB 694 (Archuleta) Veterans Benefits Protection Act;**
**- Authorized the County of Monterey to sign on to a letter with Supervisors from other California counties supporting implementation of AB 1439 (Chapter 369, Statutes 2023) Low-income housing tax credits: farmworker housing.**

**Grant Report – Presenters: Ashley Walker & Kasha Hunt (Nossaman LLP)**

**5.** Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:

a. San Lucas Drinking Water Project
b. Land and Water Conservation Fund
c. Grant Track

**ACTION**
**- Received reports.**

**Adjournment**

**The meeting was adjourned at 11:35 a.m.**

# County of Monterey

Monterey County Government Center
168 W. Alisal St.
Salinas, CA 93901

## Meeting Minutes - Draft

**Join via Zoom at https://montereycty.zoom.us/j/98147828225 (Meeting ID: 981 4782 8225); or**

**Monday, May 12, 2025**

**1:30 PM**

**In-person at 168 W. Alisal St, 2nd Flr, Salinas CA-Monterey Room; or 11140 Speegle St, Castroville CA–Dist 2 Office**

## Legislative Committee

**Call to Order**

**The meeting was called to order at 1:30 p.m.**

**Additions and Corrections**

**None.**

**Public Comment Period**

**None.**

**Approval of Action Minutes**

**1.** Consider approval of the action minutes from the April 14, 2025, Legislative Committee meeting.

**ACTION:**
- **Approved the action minutes from the April 14, 2025, Legislative Committee meeting.**

**Reports from Legislative Offices**

**2.** Introduction of staff and brief reports from State/Federal Legislative Offices:
   a. Office of Senator Alex Padilla
   b. Office of Senator Adam Schiff
   c. Office of Congressman Jimmy Panetta
   d. Office of Congresswoman Zoe Lofgren
   e. Office of Senator John Laird
   f. Office of Assemblymember Robert Rivas
   g. Office of Assemblymember Dawn Addis

**ACTIONS: Received reports by:**
- **Office of Senator John Laird by Isabel Mesa**
- **Office of Assembly Speaker Robert Rivas by Dominic Dursa**

**Federal Report - Presenter: Maria Tripplaar & Katlyn Koegel (Ballard Spahr LLP)**

**3.** Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:
   a. Federal Government Update
      i. Congressional Overview
      ii. Executive Order Updates
   b. Budget Update, including Community Project Funding Requests
   c. Federal Advocacy
      i. Pajaro-Sunny Mesa-Springfield Area Regional Consolidation Project
      ii. Protecting the Federal Safety Net
   d. Legislation
      i. Safeguard American Voter Eligibility (SAVE) Act (H.R. 22)
      ii. Digital Equity Act Funding
   e. Federal Bill/Issues Track

**ACTIONS:**

- **Received reports;**
- **Adopted an "oppose" position on the SAVE Act (H.R. 22)**

**State Report - Presenters: Ashley Walker & Kasha Hunt (Nossaman LLP)**

**4.** Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:

a. Status of the Legislature
b. Status of the State Budget
    i. 211 Services Funding
c. Legislation:
    i. AB 49 (Muratsuchi) Schoolsites: Immigration enforcement
    ii. AB 431 (Wilson) Advanced Air Mobility Infrastructure Act
    iii. AB 928 (Rogers) Roosters: restrictions
    iv. SB 16 (Blakespear) HHAP program: housing element: Integrated Plan for Behavioral Health
d. CPUC Letter on Battery Energy Storage System (BESS) facilities
e. Governor's Actions and Executive Orders
f. State Bill/Issues Track

**ACTIONS:**

- **Received reports**
- **Adopted a "support" position on 211 Services Funding in the State Budget**
- **Directed a revised letter of support on AB 49 (Muratsuchi) to reflect amendments to the bill**
- **Adopted a "support" position on AB 431 (Wilson) Advanced Air Mobility Infrastructure Act**
- **Adopted a "support" position on AB 928 (Rogers) Roosters: restrictions.**
- **Directed a memo be sent to Senator Blakespear removing the County's opposition to SB 16, and directing a letter to Senator Caballero as Chair of the Appropriations Committee urging her to move SB 16 out of committee.**

**Grant Report – Presenters: Ashley Walker & Kasha Hunt (Nossaman LLP)**

**5.** Receive reports, provide direction, and consider positions and/or recommendations to the Board of Supervisors on:

a. San Lucas Drinking Water Project
b. California Coastal Commission Proposition 4 Application
c. Proposition 4 - Wildfire Funding
d. Grant Track

**ACTIONS:**

- **Received reports**
- **Received public comment from Adam Pinteris supporting funding for eucalyptus removal**

**Legislative Advocacy and Grant Services Contracts – Presenter: Annette D'Adamo**

**6.** Receive report and provide direction on renewal of the County's state and federal legislative advocacy and grant services contracts.

**ACTION:**

**- Recommended that the Board of Supervisors approve updated state and federal legislative advocacy and grant services contracts with Nossaman LLP and Ballard Spahr LLP with updated "scopes of work" and a 15% contract increase, including the option to extend the contracts for three (3) additional, one (1) year periods under the same scopes of work and payment provisions.**

**Adjournment**

**The meeting was adjourned at 2:45 p.m.**

# County of Monterey

## Board Report

**Legistar File Number: 25-656**

# Item No.31

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/16/2025

**Current Status:** General Government - Consent

**Version:** 1

**Matter Type:** General Agenda Item

Receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2025 for the meetings held on January 29, March 17, April 30, and May 21, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2025 for the meetings held on January 29, March 17, April 30, and May 21, 2025.

SUMMARY/DISCUSSION:
The Budget Committee convened on January 29, March 17, April 30, and May 21, 2025. The Action Minutes for these meetings have been reviewed and approved by the Committee. The Committee members for calendar year 2025 are Supervisor Chris Lopez and Supervisor Wendy Root Askew. The Budget Committee respectfully submits the approved Action Minutes to the Board of Supervisors for receipt.

OTHER AGENCY INVOLVEMENT:
This report was prepared by the County Administrative Office (CAO). County Departments submit staff reports to the Budget Committee for support. All staff reports are reviewed and approved by CAO Budget Analysts.

FINANCING:
There is no financial impact to receive this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Promotes an organization that practices efficient and effective resource management and is recognized for responsiveness, accountability and transparency.

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Rocio Quezada, Administrative Secretary-Confidential, ext. 6769

Approved by: Michael Beaton, Assistant County Administrative Officer, ext. 3835

Attachments: Budget Committee Action Minutes - January 29, March 17, April 30, and May 21, 2025

# County of Monterey

## Board Report

**Legistar File Number: 25-656**

**Item No.**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/16/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** General Agenda Item

Receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2025 for the meetings held on January 29, March 17, April 30, and May 21, 2025.

RECOMMENDATION:
It is recommended that the Board of Supervisors receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2025 for the meetings held on January 29, March 17, April 30, and May 21, 2025.

SUMMARY/DISCUSSION:
The Budget Committee convened on January 29, March 17, April 30, and May 21, 2025. The Action Minutes for these meetings have been reviewed and approved by the Committee. The Committee members for calendar year 2025 are Supervisor Chris Lopez and Supervisor Wendy Root Askew. The Budget Committee respectfully submits the approved Action Minutes to the Board of Supervisors for receipt.

OTHER AGENCY INVOLVEMENT:
This report was prepared by the County Administrative Office (CAO). County Departments submit staff reports to the Budget Committee for support. All staff reports are reviewed and approved by CAO Budget Analysts.

FINANCING:
There is no financial impact to receive this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Promotes an organization that practices efficient and effective resource management and is recognized for responsiveness, accountability and transparency.

__Economic Development
_X_Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Rocio Quezada, Administrative Secretary-Confidential, ext. 6769

Approved by: Michael Beaton, Assistant County Administrative Officer, ext. 3835

Attachments: Budget Committee Action Minutes - January 29, March 17, April 30, and May 21, 2025

# County of Monterey

168 W. Alisal St., 2nd Floor
Monterey Room
Salinas, CA 93901
831.755.5115

## Meeting Minutes - Final

**Wednesday, January 29, 2025**

**1:00 PM**

## Budget Committee

**Attendees: Supervisor Wendy Askew, Chair; Supervisor Chris Lopez, Vice Chair; Sonia M. De La Rosa, County Administrative Officer; Debbie Paolinelli, Assistant County Administrative Officer; Susan Blitch, County Counsel; Rocio Quezada, Committee Secretary**
**Excused: Rupa Shah, Auditor-Controller; Mary Zeeb, Treasurer-Tax Collector; and Marina Camacho, Assessor-Clerk-Recorder.**

**Call to Order**

**The meeting was called to order at 1:00 p.m.**

**Additions and Corrections**

**There were no additions or corrections to the agenda.**

**Public Comment Period**

**No public comment received.**

**Appointment of Chair and Vice Chair**

**1.** Consider appointment of Chair and Vice Chair of the Budget Committee.

**The Committee approved by consensus the appointment of Supervisor Askew as the Chair, and Supervisor Lopez as the Vice-Chair of the Budget Committee.**

**Approval of Action Minutes**

**2.** Approve the Budget Committee Action Minutes of November 25, 2024.

**The Budget Committee Action Minutes of November 25, 2024 were approved by consensus.**

**Consent Agenda**

**Consent Items No. 3 through 10**
**ACTION: Consent Items No. 3 through 10 were approved by consensus.**

**3.** Receive the List of Standing and Follow-up Reports due to the Budget Committee.

**4.** Receive the December 2024 California Department of Finance Bulletin.

**5.** Receive a Report on the Governor's Fiscal Year (FY) 2025-26 Proposed Budget.

**6.** a. Consider supporting the amendment of the FY 2024-25 Public Works, Facilities, and Parks Adopted Budget (Fund 002, Dept 3200, Unit 8558) to approve the reallocation and reclassification of one (1) Finance Manager I to one (1) Finance Manager II as indicated in Attachment A; and

b. Consider supporting the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2024-25 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

**7.** Support a resolution to:
a. Amend the Housing and Community Development Department (HCD) Budget Unit Administration, 001-3100-8543-HCD002 to reallocate one Management Analyst II to one Principal Planner and to reallocate one Civil Engineer to one Building Plans Examiner as indicated in attachment A;
b. Authorize the Auditor-Controller, and County Administrative Office to incorporate the position changes in the FY 2024-25 HCD Adopted Budget, 001-3100-8543-HCD002; and
c. Direct Human Resources to implement the changes in the Advantage HRM system.

**8.** a. Consider supporting the amendment of Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create a classification of Forensic Auditor as indicated in Attachment A;
b. Consider supporting the amendment of the FY 2024-25 District Attorney Adopted Budget (Fund 001, Dept. 2240, Unit 8062) to reallocate two (2) Accountant IIIs to two (2) Forensic Auditors as indicated in Attachment A; and
c. Consider supporting the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2024-25 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

**9.** Consider recommending to the Board of Supervisors adoption of a resolution to:
a. Find that modification of land use permit application fees is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15273 and 15378(b)(4) of the CEQA Guidelines; and
b. Amend Article XVII of the Monterey County Fee Resolution relating to County Counsel land use permit application fees.

**10.** Support authorizing and directing the Auditor-Controller to amend Fiscal Year 2024-25 Adopted Budget to increase appropriations by $407,790 in General Fund 001, Park Operations Appropriation Unit PFP058, financed by additional revenues of $367,790 from Lake San Antonio park fees and Grant Funds, and $40,000 from the release of Park Foundation Restricted Fund Balance (001-3045-PFMC).

**Regular Agenda**

**11.** Authorize and direct the Auditor-Controller to amend the FY 2024-2025 Adopted Budget for the Emergency Communications Department (028-1520-EME004-8507) to increase appropriations by $505,554 to pay for salary and benefits increases resulting from Service Employees International Union (SEIU) and County Employees Management Association (CEMA) labor agreements with the increase funded by prior year's surplus being held as unassigned fund balance in the Department Dispatch Fund 028.

**ACTION: The Committee supported Item No. 11 by consensus.**
**Public comment provided by: Bill**

**12.** a. Support approval for an increase in appropriations and estimated revenues of $37,685 for the FY2024-25 Sheriff-Coroner's Adopted Budget, Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment Fund 022, Appropriation Unit

PRO002, for funding the one-time purchase of two (2) Metrasens Ultra portable contraband detectors; and
b. Support authorizing the Auditor-Controller to amend the FY2024-25 Sheriff-Coroner's Adopted Budget by increasing appropriations and estimated revenues by $37,685 Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment, Fund 022, Appropriation Unit PRO002, for funding the one-time purchase of two (2) Metrasens Ultra portable contraband detectors.

**ACTION: The Committee supported Item No. 12 by consensus with a recommendation to go to the full Board for consideration.**
**Public comment provided by: Bill**

**13.** a. Support approval for an increase in appropriations and estimated revenues of $37,762 for the FY2024-25 Sheriff-Coroner's Adopted Budget, Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment Fund 022, Appropriation Unit PRO002, for funding the one-time purchase of a Thermo Scientific TruNarc handheld narcotics analyzer for the Jail; and
b. Support authorizing the Auditor-Controller to amend the FY2024-25 Sheriff-Coroner's Adopted Budget by increasing appropriations and estimated revenues by $37,762 Fund 001, Appropriation Unit SHE003, financed by an operating transfer from 2011 Public Safety Realignment, Fund 022, Appropriation Unit PRO002, for funding the one-time purchase of a Thermo Scientific TruNarc handheld narcotics analyzer for the Jail.

**ACTION: The Committee supported Item No. 13 by consensus with a recommendation to go to the full Board for consideration.**
**Public comment provided by: Bill**

**Quarterly Reports**

**14.** Receive Natividad Medical Center's Financial Report for the first quarter (July thru September 2024) of fiscal year 2025.

**ACTION: The Committee received NMC's Financial Report for the period July thru September 2024.**
**Public comment provided by: Bill**

**Semi-Annual Reports**

**15.** Receive an update on the Enterprise Resource Planning (ERP) Replacement Project Planning.

**ACTION: The Committee received an update on the ERP Replacement Project, and recommended this item go to the full Board for direction.**
**Public comment provided by: Bill**

**16.** Receive and accept the bi-annual financial report for the Information Technology Department (ITD) for FY 2024-25.

**ACTION: The Committee received ITD's Bi-Annual Financial Report for FY 2024-25.**

**Public comment provided by: Bill**

**17.** Receive a report on the Mental Health Services Act (MHSA) fund balance.

**ACTION: The Committee received a report on the Mental Health Services Act (MHSA) fund balance.**
**Public comment provided by: Bill**

**Adjournment**

**The meeting adjourned at 2:30 p.m.**

**The next meeting is scheduled on February 26, 2025 at 1:00 p.m. in the Monterey Room and via Zoom.**

# County of Monterey

168 W. Alisal St., 2nd Floor
Monterey Room
Salinas, CA 93901
831.755.5115

## Meeting Minutes - Final

**Monday, March 17, 2025**

**3:00 PM**

## Budget Committee

**Attendees: Supervisor Wendy Askew, Chair; Supervisor Chris Lopez, Vice Chair; Sonia M. De La Rosa, County Administrative Officer; Debbie Paolinelli, Assistant County Administrative Officer; Susan Blitch, County Counsel; Rocio Quezada, Committee Secretary; and Elected Officials: Rupa Shah, Auditor-Controller; Mary Zeeb, Treasurer-Tax Collector; and Marina Camacho, Assessor-Clerk-Recorder.**

**Call to Order**

**The meeting was called to order at 3:02 p.m.**

**Additions and Corrections**

**ACTION: Item No. 14 was moved to the Consent Agenda.**

**Public Comment Period**

**No public comment received.**

**Approval of Action Minutes**

**1.** Approve the Budget Committee Action Minutes of January 29, 2025.

**The Budget Committee Action Minutes of January 29, 2025 were approved by consensus.**

**Consent Agenda**

**Consent Items No. 2 through 4, and 14**
**ACTION: Consent Items No. 2 through 4, and 14, were approved by consensus.**

**2.** Receive the List of Standing and Follow-up Reports due to the Budget Committee.

**3.** Receive the February 2025 California Department of Finance Bulletin.

**4.** Receive the Monterey County Water Resources Agency FY 2024-25 Financial Status Report through December 31, 2024.

**Regular Agenda**

**5.** a. Receive the Monterey County Financial Forecast, which assesses the County's fiscal condition for the current year and three forecast years (Fiscal Year 2025-26 through Fiscal Year 2027-28); and
b. Receive the annual update to the County's General Financial Policies including technical corrections; and
c. Provide direction to staff.

**ACTION: The Committee received the Monterey County Financial Forecast for FYs 2025-26 through FY 2027-28, and the annual update to the County's General Financial Policies.**

**6.** a. Receive the Draft County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years (FYs) 2025/26 through 2029/30;
b. Provide recommendations on funding for prioritized unfunded projects to be included in the FY 2025/26 6CIP work plan.

**ACTION: The Committee received the Draft Capital Improvement Program 5-year Plan (CIP) for Fiscal Years 2025/26 through 2029/30 and provided recommendations on priority unfunded projects.**
**Public comment provided by: Denise Enriquez, Bryan Flores, and Eric Chatham.**

**7.** Provide direction on a refunding of the 2015 Public Facilities Financing Certificates of Participation to generate a savings of approximately $200,000 per year for the remaining term of the debt.

**ACTION: The Committee supported Item No. 7 by consensus.**

**8.** a. Support authorizing the Auditor-Controller to amend the Fiscal Year (FY) 2024-25 Adopted Budget for the General Fund Contingencies 001, Appropriation Unit CAO020, to increase appropriations and operating transfer out by $966,434 for the 1200 Aguajito Monterey HVAC Repairs and Replacement Project;
b. Support authorizing the Auditor-Controller to amend the FY 2024-25 Adopted Budget for the Capital Project Fund 404, Appropriation Unit PFP057, to increase appropriations and operating transfer in by $966,434, for the 1200 Aguajito Monterey HVAC Repairs and Replacement Project; and
c. Support authorizing the Auditor-Controller to transfer $966,434 for the FY 2024-25 from the General Fund Contingencies 001, Appropriation Unit CAO020, to Capital Project Fund 404, Appropriation Unit PFP057.

**ACTION: The Committee supported Item No. 8 by consensus.**

**9.** Support adopting a Resolution to:
a. Use General Fund Contingency to provide funding for a rebate to ease non-residential customers, who are still recovering from the March 2023 storms and flooding, into the Pajaro County Sanitation District (PCSD) sewer rates approved in 2024 by PCSD Ordinance No. 5420, in response to **Board Referral No. 2025.02**; and
b. Authorize and direct the Auditor-Controller to transfer $217,154 for the Fiscal Year (FY) 2024-25 from General Fund 001, Contingencies Appropriation Unit CAO020 to Pajaro County Sanitation District Fund 151, Appropriation Unit PFP047, where General Fund Contingencies has sufficient appropriations available in the adopted budget.

**ACTION: The Committee supported Item No. 9 by consensus, and recommended this item be presented to the full Board.**

**10.** a. Receive Status Report on the 29 Bishop Pajaro Mansion Emergency Repair Project (Project 723218) and 29 Bishop Pajaro Mansion Upgrade Project (Project 4072);
b. Support Staff recommendation to reallocate California Assembly Bill 102 (AB-102) funding in the amount of $3,155,412 from Project 4072 to Project 723218;
c. Support authorizing and directing the Auditor-Controller to amend the FY 2024-25 Adopted Budget and process related fund transfers to support Projects 723218 and 4072:

1. Increasing appropriations by $3,155,412 for General Fund, Fund 001, Facility Services Appropriation Unit PFP054, financed by the recognition of AB-102 grant revenues (BSA 001-2720-WSFR) of $3,155,412;
2. Increasing appropriations and revenues for Department of Emergency Management,

Fund 001, Appropriation Unit DEM001 by $344,588, financed by the recognition of AB-102 grant revenues (BSA 001-2720-WSFR) to reimburse Project 4072 for eligible expenditures;

3. Transferring $344,588 from Department of Emergency Management, Fund 001, Appropriation Unit DEM001, to Capital Projects, Fund 404, Appropriation Unit PFP057;

d. Support directing the County Budget Director identify funding options for the remaining balance of $791,238 for Project 723218 and $3,155,412 for Project 4072.

**ACTION: The Committee supported Item No. 10 by consensus.**

**11.** a. Support approval of the increase in appropriations and revenue of the Sheriff's Fiscal Year (FY) 2024-25 Modified Budget in Appropriation Units SHE001 and SHE003 amounting to $947,089 and $351,238 respectively financed by a release of $1,298,327 from the Compensated Absences Assignment BSA 001 3115; and

b. Support authorizing and directing the Auditor Controller to amend the Sheriff's Fiscal Year (FY) 2024-25 Modified Budget in Appropriation Units SHE001 and SHE003 amounting to $947,089 and $351,238, respectively financed by a release of $1,298,327 from the Compensated Absences Assignment BSA 001 3115.

**ACTION: The Committee recommended this item go to the full Board for consideration. No support was provided by the Committee.**
**Public comment provided by: Denise Enriquez**

**12.** a. Support approval of the increase in appropriations and revenues of the Sheriff's Office FY2024-25 Modified Budget in Fund 001, Appropriation Unit SHE003, amounting to $992,317 to fund the Sheriff's Office Re-entry Resource Center modular building, for Pre-Release Services and outreach programs at the Monterey County Jail; and

b. Support authorizing and directing the Auditor Controller to amend the Sheriff's Fiscal Year (FY) 2024-25 Modified Budget in Fund 001, Appropriation Unit SHE003 amounting to $992,317 respectively financed by a release of $992,317 from the CalAIM JI Grant Round 3.

**ACTION: The Committee supported Item No. 12 by consensus.**

**13.** a. Support and approve acceptance of cash donations amounting to $4,900 and an in-kind donation of a 2024 Carry-On Trailer with a market value of $2,652 from Sheriff's Advisory Council as detailed in Attachment A; and

b. Support authorizing and directing the Auditor-Controller to increase appropriations and estimated revenues by $4,900 in the Sheriff's FY 2024-2025 Adopted Budget (001-2300-SHE001-8242), financed by a donation from the Sheriff's Advisory Council, for costs related to the design and purchase of various items for the Air Operations Division Community Engagement Project for 2024.

**ACTION: The Committee supported Item No. 13 by consensus.**

**14.** Support authorizing the Auditor-Controller to amend the FY 2024-25 adopted budget for County Administrative Office - Cannabis (001-1050-CAO004-8533), increasing appropriations and estimated revenue by $315,447, funded from the Department of Cannabis Control through the Local Jurisdiction Assistance Grant program.

**ACTION: The Committee supported Item No. 14 under the Consent Agenda.**

**15.** Receive a report on the implementation of water and sewer infrastructure projects funded with American Rescue Plan Act (ARPA) funds and managed by the Department of Public Works, Facilities and Parks (PWFP).

**ACTION: The Committee received a report on the implementation of water and sewer infrastructure projects funded with ARPA funds.**

**Semi-Annual Reports**

**16.** a.Receive the Monterey County Workforce Development Board FY 2024-25 Financial Status Report for the Workforce Innovation and Opportunity Act (WIOA) funded programs through December 31, 2024.

**ACTION: The Committee received the Workforce Development Board's FY 2024-25 Financial Status Report for the period ending December 31, 2024.**

**17.** Receive and accept the semi-annual report of expenditures and caseload data for the Department of Social Services for the period of July through December 2024.

**ACTION: The Committee received a semi-annual report of expenditures and caseload data for the Department of Social Services for the period July through December 2024.**

**18.** Receive the Bi-Annual Report from the Assessor County Clerk Recorder.

**ACTION: The Committee received a bi-annual report from the Assessor County Clerk Recorder.**

**Adjournment**

**The meeting adjourned at 5:03 p.m.**

**The next regular meeting is scheduled on April 30, 2025 at 1:00 p.m. in the Monterey Room and via Zoom.**

# County of Monterey

168 W. Alisal St., 2nd Floor
Monterey Room
Salinas, CA 93901
831.755.5115

## Meeting Minutes - Final

**Wednesday, April 30, 2025**

**2:00 PM**

**Special Meeting**

## Budget Committee

**Attendees: Supervisor Wendy Root Askew, Chair; Supervisor Chris Lopez, Vice Chair; Debbie Paolinelli, Assistant County Administrative Officer; Susan Blitch, County Counsel; Rocio Quezada, Committee Secretary; and**
**Elected Officials: Rupa Shah, Auditor-Controller; Mary Zeeb, Treasurer-Tax Collector; and Marina Camacho, Assessor-Clerk-Recorder.**

**Call to Order**

**The meeting was called to order at 2:00 p.m.**

**Additions and Corrections**

**There were no additions or corrections to the agenda.**

**Public Comment Period**

**No public comment received.**

**Approval of Action Minutes**

**1.** Approve the Budget Committee Action Minutes of March 17, 2025.

**The Budget Committee Action Minutes of March 17, 2025 were approved by consensus.**

**Consent Agenda**

**Consent Items No. 2 and 3**
**ACTION: Consent Items No. 2 and 3 were approved by consensus.**

**2.** Receive the List of Standing and Follow-up Reports due to the Budget Committee.

**3.** Receive the April 2025 California Department of Finance Bulletin.

**Regular Agenda**

**4.** A. Support authorizing and directing the Auditor-Controller to make the following amendments to the Fiscal Year (FY) 2024-25 Adopted Budget:

1. Increase appropriations by $13,262,121 in Building Improvement and Replacement Fund 478-BIR, Appropriation Unit CAO047, financed by Unrestricted Net Position (478-BIR3202);

2. Increase appropriations and operating transfer in by $393,085 in General Fund 001, Facility Services Appropriation Unit PFP054;

3. Reduce appropriation and operating transfer in by $2,400,000 in Capital Projects Fund 404, Appropriation Unit PFP057; and

4. Increase appropriation and operating transfer in by $2,904,528 in Nacimiento Resort/Recreation Fund 452, Appropriation Unit PFP060.

B. Support authorizing and directing the Auditor-Controller to transfer funds in FY 2024-25 as follows:

1. $12,364,508 from Building Improvement and Replacement Fund 478-BIR, Appropriation Unit CAO047 to Capital Projects Fund 404, Appropriation Unit PFP057;

2. $393,085 from Building Improvement and Replacement Fund 478-BIR, Appropriation Unit

CAO047 to General Fund 001, Facility Services Appropriation Unit PFP054;

3. $195,336 from Road Fund 002, Appropriation Unit PFP004 to Capital Projects Fund 404, Appropriation Unit PFP057; and

4. $2,904,528 from Building Improvement and Replacement Fund 478-BIR, Appropriation Unit CAO047 to Nacimiento Resort/Recreation Fund 452, Appropriation Unit PFP060.

**ACTION: The Committee supported Item No. 4 by consensus.**

**5.** a. Support reallocating General Fund Strategic Reserves to provide advance funding to the Public Works, Facilities and Parks Department (PWFP) to complete the Fiscal Year (FY) 2022-23 Winter Storm Repair Project at the 29 Bishop Pajaro Mansion to be repaid with reimbursements from the Federal Emergency Management Agency (FEMA) and other state and federal agencies, and accepting the return of unused General Fund Strategic Reserves for completed projects;
b. Support authorizing the County Administrative Office (CAO) and Auditor-Controller to make fund balance designations in FY 2024-25 included in Attachment A; and
c. Support authorizing and directing the Auditor-Controller to amend the FY 2024-25 adopted budget by increasing appropriations and releasing fund balance, and making the appropriate transfers included in Attachment A.

**ACTION: The Committee supported Item No. 5 by consensus.**

**6.** a. Support amending the Fiscal Year (FY) 2024-25 Adopted Budget to increase appropriations by $533,713 in General Fund 001, Utilities Appropriation Unit PFP055, financed by an increase in Utility reimbursement revenue of $92,638 and a decrease in appropriations of $441,075 in General Fund 001, Contingencies Appropriation Unit CAO020.

**ACTION: The Committee supported Item No. 6 by consensus.**

**7.** Receive a presentation on maintenance and asset management program goals for the Department of Public Works, Facilities and Parks (PWFP).

**ACTION: The Committee received a presentation on maintenance and asset management program goals for the Dept. of PWFP.**

**8.** Support authorizing and directing the Auditor-Controller to amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations and revenue by $306,570 in Fund 001, Appropriation Unit ELE001 (001-ELE001-1410-8064-6409), financed by Elections Revenue 001-1410-8064-5460.

**ACTION: The Committee supported Item No. 8 by consensus.**

**9.** a. Support the request to use General Fund Contingency to provide funding for the Space Remodel & Conversion project, for the Department of Child Support Services, to allow for completion of office buildout and relocation to Schilling Place;
b. Support authorizing and directing the Auditor-Controller to amend the Fiscal Year 2024-25 adopted budget, Fund 001, Appropriation Unit CHI001, to increase appropriations by $190,719, financed by a decrease in appropriations of $190,719 in Contingencies, General Fund 001, Appropriation Unit CAO020.

**ACTION: The Committee supported Item No. 9 by consensus.**

**10.** Support approval of a resolution authorizing and directing the Auditor-Controller to amend the Fiscal

Year 2024-25 Adopted Budget to increase appropriations and revenues by $50,000 for the Social Services - Community Action Partnership Fund 008, Appropriations Unit SOC007 Fiscal Year 2024-25 Adopted Budget to provide funding for increased salary and benefits costs.

**ACTION: The Committee supported Item No. 10 by consensus.**

**Quarterly Reports**

**11.** Receive Natividad Medical Center's Financial Report for the second quarter (October thru December 2024) of fiscal year 2025.

**ACTION: The Committee received NMC's Financial Report for the period October thru December 2024.**

**Semi-Annual Reports**

**12.** Receive Lake Nacimiento Resort and Operations Enterprise Fund Year-end Financial Reports for Fiscal Year 2023-24 and for Mid-Year Financial Report for Fiscal Year 2024-25.

**ACTION: The Committee received financial reports on the Lake Nacimiento Resort and Operations Enterprise Fund Year-End for FY 2023-24 and for Mid-Year FY 2024-25.**

**Adjournment**

**The meeting adjourned at 3:25 p.m.**
**The next meeting is scheduled on May 21, 2025 at 3:00 p.m. via Zoom and in the Monterey Room.**

# County of Monterey

168 W. Alisal St., 2nd Floor
Monterey Room
Salinas, CA 93901
831.755.5115

## Meeting Minutes - Final

**Wednesday, May 21, 2025**

**3:00 PM**

**Special Meeting**

## Budget Committee

**Attendees: Supervisor Wendy Root Askew, Chair; Supervisor Chris Lopez, Vice Chair; and**
**Committee Staff: Sonia M. De La Rosa, County Administrative Officer; Debbie Paolinelli, Assistant County Administrative Officer; Susan Blitch, County Counsel; Rocio Quezada, Committee Secretary; and**
**Elected Officials: Rupa Shah, Auditor-Controller; Mary Zeeb, Treasurer-Tax Collector; and Marina Camacho, Assessor-Clerk-Recorder.**

**Call to Order**

**The meeting was called to order at 3:00 p.m.**

**Additions and Corrections**

**There were no additions or corrections to the agenda.**

**Public Comment Period**

**No public comment received.**

**Approval of Action Minutes**

**1.** Approve the Budget Committee Action Minutes of April 30, 2025.

**The Budget Committee Action Minutes of April 30, 2025 were approved by consensus.**

**Consent Agenda**

**Consent Items No. 2 and 3**
**ACTION: Consent Items No. 2 and 3 were approved by consensus.**

**2.** Receive the List of Standing and Follow-up Reports due to the Budget Committee.

**3.** Support amending the Fiscal Year 2024-25 Adopted Budget for the County Administrative Office Contracts & Purchasing (001-1050-CAO002-8047), to increase appropriations by $28,140, financed by an increase in estimated revenues by $8,040, and a decrease in appropriations of $20,100 in the County Administrative Office Administration & Finance (001-1050-CAO001-8045).

**Regular Agenda**

**4.** Receive the Fiscal Year 2025-26 Recommended Budget.

**ACTION: The Committee received a presentation on the Fiscal Year 2025-26 Recommended Budget.**

**5.** a. Support approval of the increase in appropriations of the Sheriff's Fiscal Year (FY) 2024-25 Adopted Budget in Appropriation Unit SHE001 amounting to $4,247,891 financed by a reduction in appropriations in SHE003 by $4,247,891; and
b. Support authorizing and directing the Auditor-Controller to amend the Sheriff's FY 2024-25 Adopted Budget by increasing appropriations in SHE001 in the amount $2,001,456 and SHE003 in the amount of $1,578,139 financed by a decrease in appropriations of $3,579,595 in General Fund 001, Contingencies Appropriation Unit CAO020.

**ACTION: The Committee recommended Item No. 5 be presented to the full Board.**

**6.** Support Request to:

a. Amend the FY 2024-25 Adopted Budget for the Health Department's Behavioral Health Bureau, (022-8410-HEA015), to increase appropriations by $14,330,006, financed by available fund balance; and

b. Amend the FY 2024-25 Adopted Budget for the Health Department's Behavioral Health Bureau (023-8410-HEA012) to increase appropriations by $21,510,132 financed by an increase of Mental Health Services Act (MHSA) revenue of $7,180,126 and a transfer-in from (022-8410-HEA015) of $14,330,006 and

c. Authorize and direct the Auditor-Controller and County Administrative Office to incorporate the Changes in the FY 2024-25 Health Department's Behavioral Health Bureau's Adopted Budget (022-8410-HEA015, and 023-8410-HEA012).

**ACTION: The Committee supported Item No. 6 by consensus.**

**7.** It is recommended that the Budget Committee support approval of a resolution authorizing and directing the Auditor-Controller to:

a. Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations and revenues by $3,000,000 (includes $400,000 as an operating transfer in) for Social Services - Fund 001, Appropriations Unit SOC005 Fiscal Year 2024-25 Adopted Budget to provide funding for increased salary and benefits costs; and

b. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer out) and revenues by $400,000 for Social Services 1991 Health & Welfare Realignment, Fund 025, Appropriation Unit SOC012 FY 2024-25 Adopted Budget.

**ACTION: The Committee supported Item No. 7 by consensus.**

**8.** Support approval of a resolution authorizing and directing the Auditor-Controller to amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations by $267,276 for the Social Services - Military and Veterans Services Fund 001, Appropriations Unit SOC003 Fiscal Year 2024-25 Adopted Budget financed by the release of General Fund unassigned fund balance from BSA 001-3046 for the Veteran's Transition Center of Monterey County.

**ACTION: The Committee supported Item No. 8 by consensus.**

**9.** **S**upport the request to:

a. Authorize the Auditor-Controller to execute an operating transfer of $250,000 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund the Bright Beginnings program; and

b. Authorize the Auditor-Controller to execute an operating transfer of $1,218,318 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund Children's Medical Services programs; and

c. Authorize the Auditor-Controller to execute an operating transfer of $374,986 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund the Nurse Family Partnership

(NFP) and Maternal, Child, and Adolescent Health (MCAH) programs.

**ACTION: The Committee supported Item No. 9 by consensus.**

**10.** Support authorizing and directing the Auditor-Controller to increase appropriations and estimated revenues by $248,859 in the Office of the Public Defender Fiscal Year (FY) 2024-25 Adopted Budget (001-2270-PUB001-8169), funded by grant revenues from the State of California Board of State and Community Corrections (BSCC) Proposition 47 Cohort IV Grant Program.

**ACTION: The Committee supported Item No. 10 by consensus.**

**Adjournment**

## The meeting adjourned at 4:05 p.m.

**The next regular meeting is scheduled on June 25, 2025 at 1:00 p.m. in the Monterey Room and via Zoom.**

**Introduced:** 9/17/2025

**Current Status:** General Government - Consent

**Version:** 1

**Matter Type:** General Agenda Item

a. Approve and authorize the Treasurer-Tax Collector Revenue Division's Application for Discharge from Accountability for the collection of approximately $3 million in delinquent court-ordered criminal and traffic fines, fees, penalties, and assessments deemed uncollectible due to age of debt and lack of value where the cost of recovery exceeds the cost of collection efforts, per Government Code Section 25257; and
b. Authorize the Treasurer-Tax Collector or her designee to take all necessary and appropriate action to discharge the accountability of delinquent court-ordered accounts pursuant to Government Code Section 25259.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Treasurer-Tax Collector Revenue Division's Application for Discharge from Accountability for the collection of delinquent court-ordered criminal and traffic fines, fees, penalties, and assessments deemed uncollectible due to age of debt and lack of value where the cost of recovery exceeds the cost of collection efforts, per Government Code Section 25257; and
b. Authorize the Treasurer-Tax Collector or her designee to take all necessary and appropriate action to discharge the accountability of delinquent court-ordered accounts pursuant to Government Code Section 25259.

SUMMARY:
In compliance with the County's Memorandum of Understanding (MOU) with the Superior Court of Monterey County, the Treasurer-Tax Collector Revenue Division (TTCRD) collects delinquent criminal and traffic fines, fees, penalties, and assessments. One of the agreements of the parties' MOU based on Judicial Council best practices is to perform a discharge from accountability annually when the cost of collection exceeds the potential value collected from aged accounts. A discharge from accountability relieves the TTCRD from collection responsibility but does *not* release any person from payment liability of discharged accounts.

DISCUSSION:
Pursuant to Government Code Sections 25257-25259.95, discharge from accountability may be performed on infractions, misdemeanors, and felonies once collecting entities determine them uncollectible. Government Code Section 25257(b) authorizes and establishes that any collection

program operated by a county may apply to the Board of Supervisors for a discharge from accountability of court-ordered debt if the likelihood of collection does not warrant the expense involved.

The TTCRD is requesting to discharge 2,137 infraction and misdemeanor traffic accounts with a balance remaining of approximately $1 million and 4,795 misdemeanor and felony criminal accounts of approximately $2 million. These accounts have not had any payment activity for more than ten years, and all reasonable collection efforts have been exhausted. The discharge from accountability relieves the TTCRD from collection responsibility without releasing any person from liability for payment of the amounts discharged. The detailed records of accounts are on file with the TTCRD and include specifics on each debt discharged: the case number, the nature of the case (infraction, misdemeanor, or felony), the name(s) of the persons liable, the dollar amount of the debt, and the date of last payment. They are available for review on the Division's website at http://www.countyofmonterey.gov/government/departments-i-z/treasurer-tax-collector/discharge-of-accountability until at least January 15, 2025, and will be posted by the Superior Court of Monterey County for a period of not less than three weeks. This report and a copy of the subject accounts will remain on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

Monterey County Superior Court staff have agreed to the pending Application for Discharge from Accountability. Pursuant to Government Code Section 29259, within 45 days after the end of the month in which any discharge from accountability is approved, the TTCRD shall report to the Superior Court of Monterey County the discharge from accountability of court-ordered debt. Government Code Section 25259.9(a) provides that upon making an order of discharge, the presiding judge shall direct the clerk of the court to enter record of the discharge in the court case file for each debt and to post a copy of the order of discharge on the court's internet website for a period of not less than three weeks. County Counsel concurs with the recommended action.

FINANCING:

Recommended actions include discharge from accountability of 6,932 accounts with an approximate balance of $3 million. Approval of this action has no financial impact to the general fund as these accounts are not considered "receivables" in the County's financial statements and therefore do not represent revenue loss. Approval of the application will allow the TTCRD to remove these accounts from active collection resulting in system, operational, and financial efficiencies allowing staff to focus time and efforts on accounts that are collectible.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Mark a check to the related Board of Supervisors Strategic Plan Goals

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative
This recommendation supports the Administration initiative through compliance with the Superior Court of Monterey County MOU to increase debt collection efficiency.

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Rigoberto Gonzalez, Management Analyst II, x5379
Reviewed by: Jake Stroud, Assistant Treasurer-Tax Collector, x5828
Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:
Attachment A - Application for Discharge from Accountability
Attachment B - Discharge from Accountability Information Sheet

cc: Monterey County Superior Court

**Introduced:** 9/17/2025

**Current Status:** General Government - Consent

**Version:** 1

**Matter Type:** General Agenda Item

a. Approve and authorize the Treasurer-Tax Collector Revenue Division's Application for Discharge from Accountability for the collection of approximately $3 million in delinquent court-ordered criminal and traffic fines, fees, penalties, and assessments deemed uncollectible due to age of debt and lack of value where the cost of recovery exceeds the cost of collection efforts, per Government Code Section 25257; and
b. Authorize the Treasurer-Tax Collector or her designee to take all necessary and appropriate action to discharge the accountability of delinquent court-ordered accounts pursuant to Government Code Section 25259.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Treasurer-Tax Collector Revenue Division's Application for Discharge from Accountability for the collection of delinquent court-ordered criminal and traffic fines, fees, penalties, and assessments deemed uncollectible due to age of debt and lack of value where the cost of recovery exceeds the cost of collection efforts, per Government Code Section 25257; and
b. Authorize the Treasurer-Tax Collector or her designee to take all necessary and appropriate action to discharge the accountability of delinquent court-ordered accounts pursuant to Government Code Section 25259.

SUMMARY:
In compliance with the County's Memorandum of Understanding (MOU) with the Superior Court of Monterey County, the Treasurer-Tax Collector Revenue Division (TTCRD) collects delinquent criminal and traffic fines, fees, penalties, and assessments. One of the agreements of the parties' MOU based on Judicial Council best practices is to perform a discharge from accountability annually when the cost of collection exceeds the potential value collected from aged accounts. A discharge from accountability relieves the TTCRD from collection responsibility but does *not* release any person from payment liability of discharged accounts.

DISCUSSION:
Pursuant to Government Code Sections 25257-25259.95, discharge from accountability may be performed on infractions, misdemeanors, and felonies once collecting entities determine them uncollectible. Government Code Section 25257(b) authorizes and establishes that any collection

program operated by a county may apply to the Board of Supervisors for a discharge from accountability of court-ordered debt if the likelihood of collection does not warrant the expense involved.

The TTCRD is requesting to discharge 2,137 infraction and misdemeanor traffic accounts with a balance remaining of approximately $1 million and 4,795 misdemeanor and felony criminal accounts of approximately $2 million. These accounts have not had any payment activity for more than ten years, and all reasonable collection efforts have been exhausted. The discharge from accountability relieves the TTCRD from collection responsibility without releasing any person from liability for payment of the amounts discharged. The detailed records of accounts are on file with the TTCRD and include specifics on each debt discharged: the case number, the nature of the case (infraction, misdemeanor, or felony), the name(s) of the persons liable, the dollar amount of the debt, and the date of last payment. They are available for review on the Division's website at http://www.countyofmonterey.gov/government/departments-i-z/treasurer-tax-collector/discharge-of-accountability until at least January 15, 2025, and will be posted by the Superior Court of Monterey County for a period of not less than three weeks. This report and a copy of the subject accounts will remain on file with the Clerk of the Board.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

Monterey County Superior Court staff have agreed to the pending Application for Discharge from Accountability. Pursuant to Government Code Section 29259, within 45 days after the end of the month in which any discharge from accountability is approved, the TTCRD shall report to the Superior Court of Monterey County the discharge from accountability of court-ordered debt. Government Code Section 25259.9(a) provides that upon making an order of discharge, the presiding judge shall direct the clerk of the court to enter record of the discharge in the court case file for each debt and to post a copy of the order of discharge on the court's internet website for a period of not less than three weeks. County Counsel concurs with the recommended action.

FINANCING:

Recommended actions include discharge from accountability of 6,932 accounts with an approximate balance of $3 million. Approval of this action has no financial impact to the general fund as these accounts are not considered "receivables" in the County's financial statements and therefore do not represent revenue loss. Approval of the application will allow the TTCRD to remove these accounts from active collection resulting in system, operational, and financial efficiencies allowing staff to focus time and efforts on accounts that are collectible.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Mark a check to the related Board of Supervisors Strategic Plan Goals

____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative
This recommendation supports the Administration initiative through compliance with the Superior Court of Monterey County MOU to increase debt collection efficiency.

Link to the Strategic Plan:
<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Rigoberto Gonzalez, Management Analyst II, x5379
Reviewed by: Jake Stroud, Assistant Treasurer-Tax Collector, x5828
Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:
Attachment A - Application for Discharge from Accountability
Attachment B - Discharge from Accountability Information Sheet

cc: Monterey County Superior Court

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
## Application for Discharge from Accountability Government Code section 25259.7

The collections program respectfully applies to the presiding judge of the court for a discharge from accountability for the court-ordered debt or bail listed below, that it would otherwise be responsible for collecting. The request is based on one or both of the following: 1) the amount is too small to justify the cost of collection; and 2) the likelihood of collection does not warrant the expense involved.

A discharge from accountability does not constitute a release of any person from liability for payment of any amount owed.

**Total amount requested to be discharged from accountability: $2,985,200.10.**

**The names of the persons liable and the amount owed by each are on file with the County of Monterey Clerk of the Board of Supervisors.**

VERIFICATION (Government Code Section 25259.8)

I, Mary Zeeb, apply to the presiding judge, for a discharge from accountability for the collection thereof and attest that the facts stated in the application are true and correct to the best of my knowledge.

_____ _____

Mary A. Zeeb
Treasurer-Tax Collector
County of Monterey

Date

DISCHARGE FROM ACCOUNTABILITY (Government Code Section 25259.9)

The presiding judge of the Superior Court of California, County of Monterey, having read and considered the information provided, determines that the request for discharge is justified and relieves the applicant from any further responsibility for collecting the discharged debt. This discharge does not constitute the release of any person from liability for payment of any amount owed.

The clerk of the court is directed to enter record of the discharge in the court case file for each debt and to post a copy of the order of discharge on the court's Internet Web site for a period of not less than three weeks.

**Signature: _____ Date:_____**

Within 45 days after the end of the month in which this discharge is approved, the superior court shall report to the county the discharge from accountability.

# DISCHARGE FROM ACCOUNTABILITY
# INFORMATION SHEET

## I. PURPOSE

Government Code sections 25257-25259.95 authorize and establish the eligibility criteria for discharging court-ordered debt. A discharge from accountability may be completed by the responsible collecting entity for the following case types: infractions, misdemeanors, and felonies.

## II. AUTHORITY

The collecting entity, either the court or the county, may discharge debt pursuant to Government Code sections 25257 and 25259.7.

## III. REPORTING

Pursuant to Government Code section 25259 (County) and 25259.9 (Court), within 45 days after discharge, the court and county should report to each other all court-ordered debt discharged from accountability.

The report should, at minimum, include the following for each debt discharged:

1. Case number;
2. Case type (infraction, misdemeanor, or felony);
3. Amount discharged; and
4. Number of years since the debt became delinquent or date of last payment.

## IV. DISCHARGE TIME PERIOD

Government Code sections 25257 – 25259.95 do not provide a recommended time period for discharging court-ordered debt. The Judicial Council's Revenue and Collections Unit recommends discharging infraction cases at least 5 years from the date of last payment or the date the account became delinquent; and at least 10 years for misdemeanor and felony cases.

Revenue and Collections also recommends discharging debt on an annual basis.

## V. APPLICATION PROCESS

Government Code sections 25258 and 25259.8 state that an application must be submitted by the collecting entity, either the court or county, to the Board of Supervisors or Presiding Judge / designee. The application must include the amount owing, the names of the persons liable and the amount owed, the estimated cost of collections that the likelihood of collecting or a specific reference to the official records establishing that the amount owed has been compromised or adjusted. The application shall include any other facts that warrant the discharge and verification by the applicant attesting to the facts.

## VI. ELIGIBILITY

1. Discharge from accountability can be ordered for outstanding balances remaining on infraction, misdemeanor, and felony cases when one or more of the following applies:
    a) The balance is too small to justify the cost of collection; or
    b) The likelihood of collection does not warrant the expense involved.
    For example: (1) All the required reasonable collection efforts, including Penal Code section 1463.007, have been performed; (2) The debtor is deceased, has no assets, and a copy of the death certificate has been submitted; (3) At least 5 years

for infractions or 10 years for misdemeanors and felonies has elapsed from the date the debt became delinquent.

## VII. RELEASE OF LIABILITY

Pursuant to Government Code sections 25259 and 25259.9 (a), discharge from accountability does not release any person from liability for payment of any amount discharged.

## VIII. RECORD RETENTION

The courts should not delete or purge any cases where there is an outstanding balance and must adhere to the record retention policy as outlined FIN 12.01, Section 6.1, in the *Record Retention, Judicial Council's Trial Court Financial Policies and Procedures*, located at TCFPPM_full_manual_2024.pdf (ca.gov)
Please see page 286 of 409.

Counties should consult with their courts to determine if any collection records should be retained according to FIN 12.01, Section 6.1, in the *Record Retention, Judicial Council's Trial Court Financial Policies and Procedures*, located at TCFPPM_full_manual_2024.pdf (ca.gov)
Please see page 286 of 409.

## IX. CASE ENTRY

Once an order of discharge has been made, the presiding judge of the Superior Court, or authorized judicial officer, shall direct the clerk of the court to enter a record of the discharge in the court case file for each debt.

## X. INTERNET POSTING

Once an order of discharge has been made, the presiding judge of the Superior Court, or authorized judicial officer, shall direct the clerk of the court to post a copy of the order of discharge on the court's Internet web site for at least three weeks.

# County of Monterey

## Board Report

**Legistar File Number: RES 25-141**

# Item No.33

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/19/2025

**Current Status:** General Government - Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a resolution to authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget by increasing appropriations by $1,450,000 in the Sheriff's Office budget (001-2300-8242-SHE001, Program Code: AXONBWC) financed by a release of Measure AA assignment to fund the use of Axon body-cameras in the unincorporated areas of the county. (4/5th vote)

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget by increasing appropriations by $1,450,000 in the Sheriff's Office budget (001-2300-8242-SHE001, Program Code: AXONBWC) financed by a release of Measure AA assignment to fund the use of Axon body-cameras in the unincorporated areas. (4/5th vote)

SUMMARY:
On August 26, 2025, the Board of Supervisors (Board) affirmed the use of $1,450,000 in Measure AA revenue to support Axon body-cameras for use in the unincorporated areas of the County. The recommended action implements the Board's decision by directing the transfer of appropriations between funds.

DISCUSSION:
In June 2024, the Board authorized a ten-year agreement with Axon for body-worn cameras and tasers for a total amount of $15,905,140. During the FY 2025-26 budget development, the Sheriff's Office submitted a budget augmentation request for $2,200,000 for Axon body cameras; however, the augmentation was not included in the Recommended Budget. Subsequently, during the Budget Hearings in May 2025, the Sheriff's Office brought forward an augmentation request with a reduced dollar amount of $1,450,000 for the Board's consideration. The Board directed that the funding request be referred to the Measure AA Ad Hoc Committee (Ad Hoc Committee) to determine if Measure AA funds would be a suitable funding source.

On August 26, 2025, the Board approved the recommendation from the Ad Hoc Committee affirming the use of $1,450,000 in Measure AA revenues for the body-cameras in the unincorporated area.

The Board is asked to adopt a resolution authorizing the transfer of appropriations between funds.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office coordinated with the Office of the County Counsel on the development of this report. The Ad Hoc Committee recommended approval to affirm the use of Measure AA revenues during its meeting on July 29, 2025.

FINANCING:
Approval of the recommended action would increase appropriations in the FY 2025-26 Adopted Budget for the Sheriff's Office of $1,450,000, financed by the Measure AA assignment. Measure AA revenues collected in FY 2024-25 in the amount of $7 million have been set aside in an assignment; the remaining balance after this recommended action is $5.6 million.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This item further advances the Board's Safe and Resilient Communities strategic goal by continuing the implementation of new technology to improve public safety.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
__ Well-Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
**X** Safe and Resilient Communities
__ Diverse and Thriving Economy
__ Dynamic Organization and Employer of Choice

If it does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative - NA

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
A - Resolution
B - 6/25/24 Board Order authorizing 10-Year AXON body-cameras contract
C - Summary of Board Budget Hearing follow-ups from May 2025
D - 8/26/25 Board Order affirming Measure AA revenues for AXON body-cameras

# County of Monterey

## Board Report

**Legistar File Number: RES 25-141**

**Item No.**

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

September 30, 2025

**Introduced:** 9/19/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** BoS Resolution

Adopt a resolution to authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget by increasing appropriations by $1,450,000 in the Sheriff's Office budget (001-2300-8242-SHE001, Program Code: AXONBWC) financed by a release of Measure AA assignment to fund the use of Axon body-cameras in the unincorporated areas of the county. (4/5th vote)

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to authorize the Auditor-Controller to amend the FY 2025-26 Adopted Budget by increasing appropriations by $1,450,000 in the Sheriff's Office budget (001-2300-8242-SHE001, Program Code: AXONBWC) financed by a release of Measure AA assignment to fund the use of Axon body-cameras in the unincorporated areas. (4/5th vote)

SUMMARY:
On August 26, 2025, the Board of Supervisors (Board) affirmed the use of $1,450,000 in Measure AA revenue to support Axon body-cameras for use in the unincorporated areas of the County. The recommended action implements the Board's decision by directing the transfer of appropriations between funds.

DISCUSSION:
In June 2024, the Board authorized a ten-year agreement with Axon for body-worn cameras and tasers for a total amount of $15,905,140. During the FY 2025-26 budget development, the Sheriff's Office submitted a budget augmentation request for $2,200,000 for Axon body cameras; however, the augmentation was not included in the Recommended Budget. Subsequently, during the Budget Hearings in May 2025, the Sheriff's Office brought forward an augmentation request with a reduced dollar amount of $1,450,000 for the Board's consideration. The Board directed that the funding request be referred to the Measure AA Ad Hoc Committee (Ad Hoc Committee) to determine if Measure AA funds would be a suitable funding source.

On August 26, 2025, the Board approved the recommendation from the Ad Hoc Committee affirming the use of $1,450,000 in Measure AA revenues for the body-cameras in the unincorporated area.

The Board is asked to adopt a resolution authorizing the transfer of appropriations between funds.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office coordinated with the Office of the County Counsel on the development of this report. The Ad Hoc Committee recommended approval to affirm the use of Measure AA revenues during its meeting on July 29, 2025.

FINANCING:
Approval of the recommended action would increase appropriations in the FY 2025-26 Adopted Budget for the Sheriff's Office of $1,450,000, financed by the Measure AA assignment. Measure AA revenues collected in FY 2024-25 in the amount of $7 million have been set aside in an assignment; the remaining balance after this recommended action is $5.6 million.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This item further advances the Board's Safe and Resilient Communities strategic goal by continuing the implementation of new technology to improve public safety.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
__ Well-Being and Quality of Life
__ Sustainable Infrastructure for the Present and Future
**X** Safe and Resilient Communities
__ Diverse and Thriving Economy
__ Dynamic Organization and Employer of Choice

If it does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

Administrative - NA

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachments:
A - Resolution
B - 6/25/24 Board Order authorizing 10-Year AXON body-cameras contract
B - Summary of Board Budget Hearing follow-ups from May 2025
C - 8/26/25 Board Order affirming Measure AA revenues for AXON body-cameras

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a Resolution authorizing an increase in appropriations ($1,450,000) to fund Axon body-cameras in the unincorporated areas of the County.

WHEREAS, in June 2024, the Board of Supervisors (Board) authorized a ten-year agreement with Axon for body-worn cameras and tasers for a total amount of $15,905,140;

WHEREAS, during the FY2025-26 budget development, the Sheriff's Office submitted a budget augmentation request for $2,200,000 for Axon body-cameras; however, the augmentation was not included as part of the Recommended Budget;

WHEREAS, during the Budget Hearings in May 2025, the Sheriff's Office submitted an augmentation request with a reduced amount of $1,450,000 for the Board's consideration;

WHEREAS, during that meeting, the Board referred the funding request to the Measure AA Ad Hoc Committee (Ad Hoc Committee) to determine if Measure AA funds would be a suitable funding source; and,

WHEREAS, on August 26, 2025, the Board approved the recommendation from the Ad Hoc Committee affirming the use of $1,450,000 in Measure AA revenues for the body-cameras in the unincorporated area.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF MONTEREY,

Authorizes the Auditor-Controller to amend the FY 2025-26 Adopted Budget by increasing appropriations by $1,450,000 in the Sheriff's Office budget (001-2300-8242-SHE001, program code: AXONBWC), financed by a decrease in appropriations in Measure AA Assignment to fund the use of AXON body-cameras in the unincorporated areas of the county. (4/5$^{th}$ vote)

**PASSED AND ADOPTED** this _____ day of _____, 2025, by the following vote, to wit:
**AYES:**
**NOES:**
**ABSENT:**

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2025.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California.

By_____
Deputy

**Before the Board of Supervisors in and for the County of Monterey, State of California**

**Resolution No.:**
Adopt a Resolution authorizing an increase in appropriations ($1,450,000) to fund Axon body-cameras in the unincorporated areas of the County.

WHEREAS, in June 2024, the Board of Supervisors (Board) authorized a ten-year agreement with Axon for body-worn cameras and tasers for a total amount of $15,905,140;

WHEREAS, during the FY2025-26 budget development, the Sheriff's Office submitted a budget augmentation request for $2,200,000 for Axon body-cameras; however, the augmentation was not included as part of the Recommended Budget;

WHEREAS, during the Budget Hearings in May 2025, the Sheriff's Office submitted an augmentation request with a reduced amount of $1,450,000 for the Board's consideration;

WHEREAS, during that meeting, the Board referred the funding request to the Measure AA Ad Hoc Committee (Ad Hoc Committee) to determine if Measure AA funds would be a suitable funding source; and,

WHEREAS, on August 26, 2025, the Board approved the recommendation from the Ad Hoc Committee affirming the use of $1,450,000 in Measure AA revenues for the body-cameras in the unincorporated area.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF MONTEREY,

Authorizes the Auditor-Controller to amend the FY 2025-26 Adopted Budget by increasing appropriations by $1,450,000 in the Sheriff's Office budget (001-2300-8242-SHE001, program code: AXONBWC), financed by a decrease in appropriations in Measure AA Assignment to fund the use of AXON body-cameras in the unincorporated areas of the county. (4/5$^{th}$ vote)

**PASSED AND ADOPTED** this _____ day of _____, 2025, by the following vote, to wit:
**AYES:**
**NOES:**
**ABSENT:**

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 2025.

Dated:

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California.

By_____
Deputy

# Monterey County
# Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

**Agreement No.: A-16931**
Authorize and direct the Contracts and Purchasing Officer or her designee to execute the non-standard agreement with Axon Enterprises, Inc. for body worn cameras and tasers, from August 1, 2024 through July 31, 2033, in the amount of $15,905,140.

PASSED AND ADOPTED on this 25th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2024.

Dated: June 25, 2024
File ID: A 24-305
Agenda Item No.: 68

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

**ATTACHMENT B**
**May 28, 2025, Budget Hearings**
**Board-directed Follow-up and Pending Budget Issues**
**For the FY 2025-26 Adopted Budget**

The Board of Supervisors considered additional funding requests for FY 2025-26 expenditures and requested follow-up reports and discussion on several funding requests to more thoroughly understand the nature and scope of the issues, impacts, and availability of potential financing options. Board-directed follow-up issues and actions include:

1. Information Technology Department—The Board requested additional information about the projected FY 2025-26 cost overruns on the Enterprise Resource Planning (ERP) Replacement project currently in progress.

2. Public Works, Facilities and Parks – The Board requested a presentation and discussion on the Vehicle Asset Management Program (VAMP), including allocated charges to offices/departments and potential impacts to the program if annual charges are suspended and redirected toward other needs.

3. Public Works, Facilities and Parks — The Board requested a review of the financing options for the Americans with Disabilities Act Deferred Maintenance/Jail capital improvement project, which has an estimated total cost of $2,500,000.

4. County Administrative Office — The Board requested that contributions to The Reservoir for their agricultural technology initiatives and Regenerative California for their waterfront and fisheries initiatives be referred to the Measure AA Subcommittee as a possible funding source for the contributions.

5. Sheriff-Coroner – The Board requested that the funding request for Axon body cameras from the Sheriff-Coroner's Office be referred to the Measure AA Subcommittee as a possible funding source for the request.

**Introduced:** 8/4/2025

**Current Status:** Housing & Community Development - Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve an Assignment and Assumption Agreement for the Mixed-Use Town Center Development with Phase Three Affordable Rental Housing at East Garrison.
**Proposed California Environmental Quality Act (CEQA) action:** Find the action statutorily exempt pursuant to CEQA Guidelines section 15378(c).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Find the action statutorily exempt pursuant to CEQA Guidelines section 15378(c);
b. Approve an Assignment and Assumption Agreement for lots T1.4, T1.5, and T1.6 pursuant to the Disposition and Development Agreement and Agency Deed, East Garrison Project, by and among Union Community Partners, LLC and Community Housing Improvement and Planning Associates, Inc. for the Mixed Use Town Center Development with Phase Three Affordable Rental Housing at East Garrison, substantial as to form and subject to the approval of the Office of the County Counsel; and
d. Authorize the Housing and Community Development Director to sign the Assignment and Assumption Agreement on behalf of the County of Monterey.

SUMMARY/DISCUSSION:
Community Housing Improvement and Planning Associates, Inc. (CHISPA) is the non-profit developer selected for the Phase Three Rental Affordable Housing. Pursuant to the Memorandum of Disposition and Development Agreement (DDA) by and between the Redevelopment Agency of the County of Monterey (now Successor Agency, referred hereto as Agency) and the developer (now UCP East Garrison, LLC, referred hereto as UCP) for the development at East Garrison, UCP entered into a Memorandum of Agreement (MOA) with CHISPA on June 26 2024, to: 1) designate and obtain approval of CHISPA as the non-profit developer to build the 66 very low and low-income units for the Phase Three Affordable Rental Housing Project; 2) set forth obligations prior to entering into a Purchase Agreement and Assignment and Assumption Agreement; and 3) provide for development of basic business terms to be elaborated in the Rental Affordable Housing Financing and Budget referenced in the Purchase Agreement (Attachment 2).

On June 25, 2024, the County of Monterey (County) and Successor Agency to the Redevelopment Agency of the County of Monterey (Agency), according to their respective jurisdiction and authority over the various project components, approved revisions to the East Garrison Development entitlements consisting of the Final Phase, combining remaining portions Phase Three and the Town Center phase of the original East Garrison Project (PLN030204-AMD2). The Final Phase relocated

the Phase Three Affordable Rental Housing consisting of 66 affordable apartment units from their original location adjacent to the Arts Park to a new location cohoused and stacked on top of the commercial Town Center with up to 30,000 sf of commercial/institutional/retail use space (including a community courtyard). This mixed-use condominium development consists of the non-residential uses on the ground floor, residential units on the floors above the ground floor, associated parking lot and common areas (collectively referred to as the Project).

Pursuant to the DDA and MOA, UCP and CHISPA wish to enter into an Agreement for Purchase and Sale of Real Property and Escrow Instructions for the Project (the Purchase Agreement), subject to the Agency's approval as to its final form (Attachment 1).

UCP has acquired all of the rights, title and interest to the Project site, and to satisfy the DDA provision requiring the Project's 66 rental affordable units, UCP desires to convey and assign to CHISPA its interests under the DDA as to the Project site, and CHISPA desires to assume UCP's obligations of the Project and to take title to the Project site. The Assignment and Assumption Agreement (Exhibit E to Attachment 1) will effectuate these desires. Pursuant to the DDA, the County must approve the Assignment and Assumption Agreement.

Staff requests that the Board approve the Assignment and Assumption Agreement substantial as to form, subject to approval by the Office of the County Counsel.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the agreements as to form. CHISPA is the non-profit affordable housing developer for the Project. Staff is also presenting a Purchase Agreement and the Assignment and Assumption Agreement on September 30, 2025, to the Board of Supervisors, acting as the Board of Directors for the Successor Agency to the Redevelopment Agency of the County of Monterey, for consideration.

At the September 10, 2025, East Garrison Community Services District Advisory Committee meeting, staff presented a status update to the community regarding the Town Center/Phase 3 Rental Affordable Housing Development and conditions of approval No. 117 and No. 118 related to parking.

FINANCING:
Develop and process the agreements will be reimbursed by the East Garrison Developer Reimbursements, Appropriation Unit HCD008, Fund 182. The DDA obligates the (now) Successor Agency to use tax revenues ("tax increment") generated from the East Garrison project to provide financial assistance for affordable housing. As of June 30, 2025, the total Agency obligation for Phase Three affordable apartments is $7,276,656.74 CHISPA's fund-raising efforts are underway to fully fund the Rental Affordable Housing Project. UCP is obligated to fund construction of the 30,000 sq ft Town Center.

Staff time to prepare this report will be reimbursed from the developer.

Prepared by: Katie Scariot, Assistant Planner, (831) 796-6093

Reviewed by: Sarah Wikle, Principal Planner, (831) 784-5700
Approved by: Melanie Beretti, AICP, Chief of Planning (831) 755-5285

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Purchase Agreement with Exhibit E Assignment and Assumption Agreement
Attachment 2 - MOA designating CHISPA as Phase Three Affordable Housing Developer

cc: Katie Scariot, Assistant Planner; Craig Spencer, Director; Melanie Beretti, AICP, Chief of Planning; Lori Woodle, Finance Manager I; Kathleen Nielsen, Management Analyst II; Keith McCoy, Urban Mix Development; Dean Mills, UCP East Garrison, LLC; Geoffrey Morgan, CHISPA Housing; Dana Cleary, CHISPA; District 4 Office; East Garrison Distribution List.

**Introduced:** 8/4/2025

**Current Status:** Housing & Community Development - Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve an Assignment and Assumption Agreement for the Mixed-Use Town Center Development with Phase Three Affordable Rental Housing at East Garrison.
**Proposed California Environmental Quality Act (CEQA) action:** Find the action statutorily exempt pursuant to CEQA Guidelines section 15378(c).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Find the action statutorily exempt pursuant to CEQA Guidelines section 15378(c);
b. Approve an Assignment and Assumption Agreement for lots T1.4, T1.5, and T1.6 pursuant to the Disposition and Development Agreement and Agency Deed, East Garrison Project, by and among Union Community Partners, LLC and Community Housing Improvement and Planning Associates, Inc. for the Mixed Use Town Center Development with Phase Three Affordable Rental Housing at East Garrison, substantial as to form and subject to the approval of the Office of the County Counsel; and
d. Authorize the Housing and Community Development Director to sign the Assignment and Assumption Agreement on behalf of the County of Monterey.

SUMMARY/DISCUSSION:
Community Housing Improvement and Planning Associates, Inc. (CHISPA) is the non-profit developer selected for the Phase Three Rental Affordable Housing. Pursuant to the Memorandum of Disposition and Development Agreement (DDA) by and between the Redevelopment Agency of the County of Monterey (now Successor Agency, referred hereto as Agency) and the developer (now UCP East Garrison, LLC, referred hereto as UCP) for the development at East Garrison, UCP entered into a Memorandum of Agreement (MOA) with CHISPA on June 26 2024, to: 1) designate and obtain approval of CHISPA as the non-profit developer to build the 66 very low and low-income units for the Phase Three Affordable Rental Housing Project; 2) set forth obligations prior to entering into a Purchase Agreement and Assignment and Assumption Agreement; and 3) provide for development of basic business terms to be elaborated in the Rental Affordable Housing Financing and Budget referenced in the Purchase Agreement (Attachment 2).

On June 25, 2024, the County of Monterey (County) and Successor Agency to the Redevelopment Agency of the County of Monterey (Agency), according to their respective jurisdiction and authority over the various project components, approved revisions to the East Garrison Development entitlements consisting of the Final Phase, combining remaining portions Phase Three and the Town Center phase of the original East Garrison Project (PLN030204-AMD2). The Final Phase relocated

the Phase Three Affordable Rental Housing consisting of 66 affordable apartment units from their original location adjacent to the Arts Park to a new location cohoused and stacked on top of the commercial Town Center with up to 30,000 sf of commercial/institutional/retail use space (including a community courtyard). This mixed-use condominium development consists of the non-residential uses on the ground floor, residential units on the floors above the ground floor, associated parking lot and common areas (collectively referred to as the Project).

Pursuant to the DDA and MOA, UCP and CHISPA wish to enter into an Agreement for Purchase and Sale of Real Property and Escrow Instructions for the Project (the Purchase Agreement), subject to the Agency's approval as to its final form (Attachment 1).

UCP has acquired all of the rights, title and interest to the Project site, and to satisfy the DDA provision requiring the Project's 66 rental affordable units, UCP desires to convey and assign to CHISPA its interests under the DDA as to the Project site, and CHISPA desires to assume UCP's obligations of the Project and to take title to the Project site. The Assignment and Assumption Agreement (Exhibit E to Attachment 1) will effectuate these desires. Pursuant to the DDA, the County must approve the Assignment and Assumption Agreement.

Staff requests that the Board approve the Assignment and Assumption Agreement substantial as to form, subject to approval by the Office of the County Counsel.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed the agreements as to form. CHISPA is the non-profit affordable housing developer for the Project. Staff is also presenting a Purchase Agreement and the Assignment and Assumption Agreement on September 30, 2025, to the Board of Supervisors, acting as the Board of Directors for the Successor Agency to the Redevelopment Agency of the County of Monterey, for consideration.

At the September 10, 2025, East Garrison Community Services District Advisory Committee meeting, staff presented a status update to the community regarding the Town Center/Phase 3 Rental Affordable Housing Development and conditions of approval No. 117 and No. 118 related to parking.

FINANCING:
Develop and process the agreements will be reimbursed by the East Garrison Developer Reimbursements, Appropriation Unit HCD008, Fund 182. The DDA obligates the (now) Successor Agency to use tax revenues ("tax increment") generated from the East Garrison project to provide financial assistance for affordable housing. As of June 30, 2025, the total Agency obligation for Phase Three affordable apartments is $7,276,656.74 CHISPA's fund-raising efforts are underway to fully fund the Rental Affordable Housing Project. UCP is obligated to fund construction of the 30,000 sq ft Town Center.

Staff time to prepare this report will be reimbursed from the developer.

Prepared by: Katie Scariot, Assistant Planner, (831) 796-6093

Reviewed by: Sarah Wikle, Principal Planner, (831) 784-5700
Approved by: Melanie Beretti, AICP, Chief of Planning (831) 755-5285

The following attachments are on file with the Clerk of the Board:
Attachment 1 - Purchase Agreement with Exhibit E Assignment and Assumption Agreement
Attachment 2 - MOA designating CHISPA as Phase Three Affordable Housing Developer

cc: Katie Scariot, Assistant Planner; Craig Spencer, Director; Melanie Beretti, AICP, Chief of Planning; Lori Woodle, Finance Manager I; Kathleen Nielsen, Management Analyst II; Keith McCoy, Urban Mix Development; Dean Mills, UCP East Garrison, LLC; Geoffrey Morgan, CHISPA Housing; Dana Cleary, CHISPA; District 4 Office; East Garrison Distribution List.

# Attachment 1

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**AGREEMENT FOR PURCHASE AND SALE OF**
**REAL PROPERTY AND ESCROW INSTRUCTIONS**

(PHASE THREE RENTAL AFFORDABLE HOUSING DEVELOPMENT)

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "Agreement") is made and entered into as of _____, 2025 (the "Effective Date"), by and between UCP East Garrison, LLC, a Delaware limited liability company ("Seller") and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("Buyer"), (collectively, the "Parties").

## RECITALS

A. Seller is the current master developer of a project consisting of housing and other related uses located on an approximately 244 acre area in the unincorporated part of the County known as "East Garrison", which was conveyed by the Redevelopment Agency of the County of Monterey to East Garrison Partners I, LLC, a California limited liability company ("EGP") for development in accordance with that certain Disposition and Development Agreement by and between the Agency and EGP, dated as of October 4, 2005 (the "DDA"), a Memorandum of which was recorded in the Official Records of the Monterey County Recorder ("Official Records") on May 16, 2006 under Recorder's Series number 2006044222, and that certain Development Agreement by and between the County and EGP, dated as of October 4, 2005, and recorded in the Official Records on May 16, 2006 as Document No. 2006044223 (the "DA").

B. The Redevelopment Agency of the County of Monterey has been succeeded by the Successor Agency to the Redevelopment Agency of the County of Monterey (the "Agency").

C. Seller acquired all of the rights, title interest and development rights to East Garrison, including the DDA, from EGP pursuant to a foreclosure process as evidenced in that certain Trustee's Deed Upon Sale ("Trustee's Deed") recorded September 9, 2009 in the Official Records under Recorder's Series Number 2009-057220. The DDA was subsequently assigned to and assumed by Seller by that certain Implementation Agreement by and between the County and Seller dated June 28, 2011, which was amended and restated in that certain Amended and Restated Implementation Agreement dated August 30, 2016 (the "Seller Implementation Agreement").

D. East Garrison is part of the former Fort Ord Army Base and was conveyed by the U.S. Army (the "Army") by quitclaim deed (the "Army Deed") to the Fort Ord Reuse Authority ("FORA") which conveyed East Garrison property by quitclaim deed (the "FORA Deed") to the Agency, which conveyed East Garrison property by quitclaim deed to EGP (the "Agency Deed"), subject to certain easements, use and development restrictions imposed by the Agency under the DDA and subject to certain easements, rights, conditions, disclosures, warranties and restrictions in the Army Deed and the FORA Deed, including a Finding of Suitability to Transfer ("FOST") adopted by the Army and appended to the Army Deed. Seller obtained title to East Garrison pursuant to the Trustee's Deed.

E. In connection with Seller's Development of East Garrison, the Agency desired to ensure that certain affordable housing requirements are met in accordance with, among other things, the Redevelopment Plan for the Fort Ord Redevelopment Project (the "Redevelopment Plan"), the East Garrison Specific Plan and related development entitlements approved by the County on October 4, 2005 (collectively, the "Specific Plan"), and the DDA and the DA, both of which were assigned to Seller. Accordingly, Seller desires to ensure the development of at least 66 residential rental units affordable to Very Low and Low Income Households (the "Rental Affordable Housing Project") within East Garrison.

F. In furtherance of the desire to ensure the Rental Affordable Housing Project, EGP and Buyer entered into that certain Memorandum of Agreement for the Phase Three Rental Affordable Housing Development at East Garrison, County of Monterey, CA dated January 16, 2007 (the "MOA"), in which the parties thereto designated a parcel within the Phase Three of East Garrison for Buyer to construct the Rental Affordable Housing Project.

G. In Section 4 of Attachment 9 of the DDA, Artspace was designated as the Phase Three Rental Affordable Housing Developer for the Phase Three Rental Affordable Housing. However, Artspace elected not to proceed, and on February 6, 2024, Seller and Artspace delivered to the Agency a letter stating that Artspace shall not be the Phase Three Rental Affordable Developer, and shall have no rights or obligations with respect to the Phase Three Rental Affordable Housing. The Agency approved the replacement of Artspace with Buyer as the Phase Three Rental Affordable Developer.

H. After execution of the MOA, the County and Seller determined that it is infeasible to develop Phase Three as intended. Consequently, the Seller processed with the County and Agency the following revisions to the entitlements for Phase Three (collectively, the "Revised Phase Three Entitlements"), which were separately approved by County and/or Agency according to their respective jurisdiction and authority over the various project components:

1. An amendment the Combined Development Permit (Board of Supervisor's Resolution 05-267) to allow the redistribution of allowed development resulting in the East Garrison Final Phase consisting of: a mixed-use Town Center building with 30,000 square feet of commercial space on the first floor and 66 affordable rental apartment units above the commercial space.
2. A Vesting Tentative Map for Phase Three.
3. A First Amendment to the Amended and Restated First Implementation Agreement between the Agency and Seller amending the DDA;
4. First Amendment to the Completion Guaranty provided by Casa Acquisition Corp. (an affiliate of Seller) for the Rental Affordable Housing Project obligations, extending the completion date to March 31, 2030 and increasing the surety performance bond to $20,125,000 (the "Guaranty Amendment").
5. Approval of designation of Buyer as the Rental Affordable Housing Developer for Phase Three.
6. Memorandum of Agreement between Seller and Buyer for the Rental Affordable Housing Project.

I. Among other things the Revised Phase Three Entitlements includes changes to the Rental Affordable Housing Project. In particular, rather than the Rental Affordable Housing Project being a stand-alone apartment complex on the parcel designated in the MOA, it is now intended to be developed on the Phase 3 land more particularly described on Exhibit A attached hereto (the "Project"), as follows:

1. The Project is to be developed as a mixed use condominium development of no more than five (5) condominium units, comprised of one (1) or two (2) mixed use buildings (collectively, the "Buildings"), and an associated parking lot and common areas.
2. With the exception of the elevator and other portions of the ground floor that are designed to exclusively serve the Rental Affordable Housing Project, the remainder of the Ground Floor of the Buildings are to be comprised of up to four (4) non-residential condominium units, and designated for non-residential use (including, without limitation, commercial, retail and civic uses) (collectively, the "Town Center") and owned, then leased or sold by Seller or its successors and assigns (such condominium units, together with a prorata percentage of undivided interest in all related common elements, is hereinafter referred to as the "Ground Floor").
3. All floors above the Ground Floor within the Buildings are to be a single residential condominium unit, to be owned and operated by Buyer and operated as the Rental Affordable Housing Project with 66 residential rental units that are affordable to Very Low and Low Income Households (such condominium unit, together with a prorata percentage of undivided interest in all related common elements, is hereinafter referred to as the "Property").
4. The elevator and other portions of the Property that exclusively serve the Rental Affordable Housing Project are to be included in the Rental Affordable Housing Project condominium unit, regardless of whether they are located in the ground floor of the Buildings.
5. The parking lot is to be designated as a common element for the Project but will have not less than 66 spaces adjacent to the Rental Affordable Housing Project designated for exclusive use for the residents of the Rental Affordable Housing Project, and other parking spaces designated for the owners, tenants and invitees of the Ground Floor. A parking study is currently being prepared, and the parties will work together in good faith on agreeing on designation of the exclusive and shared parking spaces based on the parking study and to be memorialized in a final parking plan in satisfaction of the conditions of approval for the development.
6. An owners association is to be formed to manage the Project and maintain the common elements of the Project (the "Owners Association"), which common elements will include a shared parking lot which will be reflected on a parking plan. It is intended that Buyer will pay a lump sum payment to the Owners Association pursuant to terms and conditions set forth in the Easement, Maintenance and Use Agreement (as defined in Section 5.9), and thereafter the Rental Affordable Housing Project will have no obligation to pay assessments to the Owners Association for management and maintenance of the Project common elements.

J. In accordance with the requirements of the DDA pertaining to the Rental Affordable Housing Project, Seller and Buyer with the approval of the Agency, will, at the Close of Escrow (as defined in Section 4.1), enter into an Assignment and Assumption Agreement consistent with the form set forth in Exhibit E (all, collectively, the "Rental Affordable Requirements").

K. The East Garrison Specific Plan provides a formula for the amount of potable water that the Property is entitled to annually. Seller and Buyer acknowledge that the allotment under the Specific Plan (15.18 acre feet of potable water annually) is adequate for the Rental Affordable Housing Project, and Buyer will use commercially reasonable efforts, which will include but are not limited to using low flow fixtures, toilets, etc., not to exceed such allotment.

L. Seller and Buyer desire for Buyer to acquire the Property, manage design and construction of the entire Project (including the Rental Affordable Housing Project, Ground Floor and all common elements), and own and operate the Rental Affordable Housing Project in accordance with the terms and conditions contained in this Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE.

1.1 Agreement to Buy and Sell.

1.1.1 Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property.

1.1.2 As used herein, the term "Property" shall include the Property and all of Seller's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto. The Property does not include any deposits, fee credits, or reimbursements identified in that certain Memorandum of Agreement dated January 12, 2010 between Seller and FORA.

1.2 Purchase Price. The purchase price for the Property shall be One Dollar ($1.00) (the "Purchase Price").

2. PROPERTY REPORTS.

Without representation or warranty of any kind, on or before the Effective Date, Buyer has received copies of documents that to Seller's actual knowledge relate to the Property and are in Seller's actual possession and control as listed in Exhibit B attached hereto (the "Property Reports"). Seller represents and warrants that to Seller's Knowledge (as defined below), the Property Reports provided are true and complete copies of the Property Reports. Wherever the

phrase "Knowledge," "known to Seller," or "Seller's Knowledge" or any similar phrase stating or implying a limitation on the basis of knowledge appears in the Agreement, such phrase shall mean the actual knowledge of Daniel Turpin and Dean Mills, without any obligation of inquiry, it being understood by Buyer that Seller's knowledge shall not apply to, or be construed to include, (i) information or material which may be in the possession of Seller generally or incidentally, but of which Seller is not actually aware, or (ii) knowledge of any of the acts or omissions of predecessors in title to the Property or the management of the Property before Seller's acquisition of the Property. Notwithstanding the foregoing or anything to the contrary in this Agreement, Seller shall disclose to Buyer any material or significant acts or omissions of predecessors in title to the Property known to Seller that may affect the use or development of the Property for low income housing.

3. CONDITION OF TITLE.

3.1 Applicable Requirements. Conveyance of the Property at the Close of Escrow shall be, and Buyer shall accept the Property, subject to the following, each to the extent applicable to the Property, and each as maybe amended, modified, replaced and/or supplemented:

(a) the covenants, disclosures, conditions, rights and restrictions (including the right of reverter in favor of the County of Monterey) in the Quitclaim Deed from the Seller to Buyer, consistent with the form set forth in Exhibit C to this Agreement and approved by the Agency and Seller (the "Seller's Quitclaim Deed"), including, without limitation, the inclusion of or reference in Seller's Quitclaim Deed to those covenants, disclosures, conditions, rights and restrictions set forth in the Agency Deed (including use restrictions, rights of water, and rights of reverter as subordinated to approved lenders according to their terms), as referenced and incorporated into Seller's Quitclaim Deed to Buyer;

(b) the Assignment and Assumption Agreement to be entered into at the Close of Escrow (as defined in Section 4.1) by and between the Seller, Buyer and Agency, consistent with the form set forth in Exhibit E and approved by the Agency and Seller; notwithstanding the foregoing, the parties shall submit the Assignment and Assumption Agreement to the Agency at least sixty (60) days before the Closing, in order to obtain Agency's approval thereof;

(c) the DA;

(d) the DDA;

(e) the Seller Implementation Agreement;

(f) the Redevelopment Plan;

(g) the Easement, Maintenance and Use Agreement (as defined in Section 5.9);

(h) the Revised Phase Three Entitlements; and

(i) all other covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, encumbrances, notices, matters and title conditions existing in connection with the Property at the Close of Escrow, shown in a preliminary title report for the Property (the "Title Report") that are approved by Buyer prior to Close of Escrow.

All of the foregoing shall be referred to herein as the "Applicable Requirements."

4. ESCROW AND CLOSING.

4.1 Opening of Escrow. On or before three (3) business days after the Effective Date, Buyer shall open an escrow (the "Escrow") at First American Title Company ("Escrow Holder"), by depositing with Escrow Holder a copy of this fully executed Agreement, or executed counterparts hereof. As used in this Agreement, the "Close of Escrow" shall mean the date the Seller's Quitclaim Deed is recorded in the Office of the Recorder of the County (the "Official Records"), and "Closing Date" shall mean the date on which the Close of Escrow occurs. As referenced in Section 3.1(a), the Seller's Quitclaim Deed contains deed restrictions and covenants that, among other things, restrict the use of the Property for rental affordable housing purposes. The form of the deed restrictions and covenants contained in the Seller's Quitclaim Deed shall be subject to revision to the extent necessary to comply with any Applicable Requirements and/or any requirements of any governmental agency or authority.

4.2 Closing Date. The Close of Escrow shall occur within 180 days after Buyer obtains an award for Tax Credit Financing (as defined in Section 5.10) (the "Closing Date"), but no later than December 31, 2028 (the "Outside Closing Date"). The Close of Escrow will occur on a date designated by Buyer upon at least ten (10) business days' written notice to Seller and Escrow Holder (the "Scheduled Closing Date").

4.2.1 Guaranty Completion Deadline. The DDA provided that if the obligations to develop any rental affordable housing in any phase of the Project could not be timely satisfied because a Rental Affordable Housing Developer did not secure timely financing for, or experienced construction delays or other Enforced Delays (as define in the DDA), the construction of any of the very low and/or low income rental inclusionary housing units to be developed in a phase by such Rental Affordable Housing Developer, or is in default under the terms of the assignment agreement entered into between Developer and such Rental Affordable Housing Developer or is otherwise in default with respect to such very low and/or low income rental inclusionary housing units to be developed by such Rental Affordable Housing Developer such that there could be a withholding of building permits and/or certificates of occupancy for market rate housing units in the Project (each, at "Triggering Event"), that the Developer under the DDA would have the option, exercisable in its sole discretion, to execute and deliver a completion guaranty with respect to the affordable housing units such Phase, in which case the Agency would waive compliance with the conditions set forth in Attachment No. 3 to the DDA for the issuance of building permits and certificates of occupancy for market rate units in the Project to the extent such conditions relate to the very low and/or low income rental inclusionary housing units to be developed in Phase Three (a "Completion Guaranty"). The Phase Three Affordable Rental Housing did experience a Triggering Event, and Casa Acquisition Corp., (Seller's parent company) ("Casa") elected to execute and deliver a Completion Guaranty for Phase Three to the Agency (as amended, the "Guaranty"). Subsequently, Casa and Agency approved and

signed, and the County acknowledged, a First Amendment to the Guaranty (the "Guaranty Amendment"). Under the Guaranty Amendment, the deadline to complete the Rental Affordable Housing Project was extended March 31, 2030 (the "Guaranty Completion Deadline"). If Seller and Buyer, notwithstanding best efforts, agree that it is infeasible for the Rental Affordable Housing Project to be completed by the Guaranty Completion Deadline due a Triggering Event, then Seller will request an extension of the Guaranty Completion Deadline. Seller will make commercially reasonable best efforts to make an extension request sufficiently in advance to allow Agency and County adequate time to consider the request. Seller and Buyer will thereafter diligently work together in good faith to process such extension. If the Agency and County agree to such an extension, then the Outside Closing Date will be extended day for day for the period from the current Guaranty Completion Deadline to the new Guaranty Completion Deadline. For example, if the Guaranty Completion Deadline is extended to March 31, 2031, then the Outside Closing Date will be extended to December 31, 2029. Any such extension shall be documented in an amendment to this Agreement.

4.3 Escrow Fees and Other Charges. At Close of Escrow, Buyer and Seller shall pay in accordance with County custom all costs of closing, as follows: (a) Seller shall pay the premium cost of the CLTA Title Policy (as defined in Section 5.1 below); (b) Seller and Buyer shall split all recording charges; (c) Seller and Buyer shall split Escrow Holder's fees; (d) Seller shall pay all County and City documentary and transfer taxes and fees; (e) property taxes and special assessments shall be prorated as of the Close of Escrow; and (f) other costs related to the transaction shall be split between Seller and Buyer.

4.4 Closing Deliveries. The Parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

4.4.1 Seller's Deliveries. Seller shall deposit:

(a) Seller's share of closing costs and prorations;

(b) Seller's signed and acknowledged counterpart of the Quitclaim Deed;

(c) Seller's signed and acknowledged counterpart of the Construction Management Agreement (as defined in Section 5.4);

(d) Seller's signed and acknowledged counterpart of the CC&Rs (as defined in Section 5.6):

(e) Seller's signed counterparts of the Owners Association Documents (as defined in Section 5.6);

(f) Seller's signed assignment and bill of sale in the form of Exhibit D-3 attached hereto (the "Assignment");

(g) Seller's, County's and Agency's signed and acknowledged counterparts of the Assignment and Assumption Agreement between Seller and Buyer and approved by the Agency under the DDA and the County under the DA (the "Assignment and Assumption Agreement");

(h) Buyer's signed and acknowledged counterpart of the Easement, Maintenance and Use Agreement (as defined in Section 5.7);

(i) a non-foreign certification satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in the form of Exhibit D-1 attached hereto (the "Non-Foreign Affidavit"); and

(j) a California state tax withholding certificate satisfying the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 in the form of Exhibit D-2 attached hereto (the "California Tax Certificate").

4.4.2 Buyer's Deliveries. Buyer shall deposit:

(a) the Purchase Price;

(b) Buyer's share of closing costs and prorations as provided in Section 4.3 above;

(c) Buyer's signed and acknowledged counterpart of the Quitclaim Deed;

(d) Buyer's signed and acknowledged counterpart of the Construction Management Agreement (as defined in Section 5.4);

(e) Buyer's signed and acknowledged counterpart of the CC&Rs (as defined in Section 5.6);

(f) Buyer's signed counterparts of the Owners Association Documents (as defined in Section 5.6);

(g) Buyer's signed and acknowledged counterpart of the Easement, Maintenance and Use Agreement (as defined in Section 5.7); and

(h) Buyer's signed and acknowledged counterpart of the Assignment and Assumption Agreement.

4.4.3 Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder, the County, the Agency, Buyer's lender,

the other party, or otherwise required to proceed to the Close of Escrow and consummate the sale of the Property in accordance with the terms of this Agreement.

4.5 Closing.

4.5.1 Actions by Escrow Holder. On the Closing Date, provided each of the conditions to the Parties' obligations have been satisfied or waived, Escrow Holder shall undertake and perform the following acts in the following order:

(a) record the Assignment and Assumption Agreement in the Official Records;

(b) record the Seller's Quitclaim Deed in the Official Records;

(c) Record the CC&Rs in the Official Records;

(d) record the Easement, Maintenance and Use Agreement in the Official Records;

(e) pay any transfer and documentary taxes and fees;

(f) deliver to Seller the Purchase Price;

(g) deliver to Seller and Buyer conformed copies of all of the recorded documents and copies of all other signed documents;

(h) deliver to the Title Policy covering the Property.

4.5.2 Prorations. Real property taxes and assessments for the Property shall be prorated as of the Close of Escrow on the basis of the most recent tax information. Said prorations shall be based on a 30-day month.

4.6 Failure to Close; Termination.

4.6.1 Buyer's Default. If Buyer defaults or breaches any obligation under this agreement prior to the Close of Escrow and such default or breach is not cured by Buyer upon ten (10) days' notice, Seller's sole and exclusive remedy shall be to terminate this agreement, in which case Buyer will assign to Seller, in their as-is condition and without representation or warranty, all Project Plans (as defined in Section 5.3) prepared by or on behalf of Buyer for the Project.

4.6.2 Seller's Default. If the Close of Escrow does not occur on the Scheduled Closing Date (as may have been extended) due to a breach of this Agreement by Seller where such breach is not cured by Seller upon ten (10) days' notice, this Agreement shall not be terminated automatically, but only at Buyer's election, upon delivery to Escrow Holder and Seller of written notice of termination from Buyer if such breach is still uncured and outstanding on the date of such delivery, in which event Escrow Holder shall automatically return any sums deposited by Buyer

and then held by Escrow Holder. If Buyer elects not to terminate this Agreement, then Buyer is entitled to specific performance; provided, however, Buyer must file an action for specific performance within sixty (60) days after the cure period has expired. Except as set forth herein, Buyer waives any and all other remedies for Seller's failure to perform, including, without limitation, special, punitive or exemplary damages and Buyer acknowledges that Seller shall in no event be liable therefor.

4.6.3 Cancellation Charges. If the failure to close is due to the default of one of the Parties, the defaulting party shall bear the sole and full liability for paying any escrow and title cancellation fees and charges.

5. ACTIONS PENDING CLOSING.

5.1 Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue a CLTA Owner's Policy of Title Insurance (the "CLTA Policy") showing title to the Property vested in Buyer with liability equal to the Purchase Price, or such other amount as Buyer may request and is acceptable to the Title Company. Buyer may choose to obtain an ALTA Owners Extended Coverage Policy of Title Insurance (the "ALTA Policy") instead of a CLTA Policy, provided that Buyer will be responsible for the difference between the cost of the CLTA and ALTA Policy, and obtaining an ALTA policy will not be a condition of closing (the policy selected whether the CLTA Policy or the ALTA Policy is referred to herein as the "Title Policy"). In the event Buyer chooses an ALTA, Buyer will be responsible for any and all additional fees and costs associated with said policy, including but not limited to survey fees and expenses.

5.2 Access. From and after the Effective Date of this Agreement through the Close of Escrow, Buyer, its agents, employees and contractors shall have the right to enter the Project at reasonable times and upon reasonable prior notice for the purposes of conducting such investigations, inspections and tests of the Project as Buyer deems necessary in order to determine the condition and suitability of the Project. Buyer hereby agrees to indemnify, defend, protect and hold Seller harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting from the acts or omissions of Buyer, its employees, consultants, engineers, agents and contractors on the Project in connection with and/or related to the performance of any investigation, inspection and/or test of the Project, provided that Buyer shall have no responsibility or liability for any act or omission of Seller or Seller's agents, employees or contractors and/or for any adverse condition or defect on or affecting the Project not caused by Buyer or its employees, agents, contractors, or, subcontractors but discovered or impacted during their inspections. Buyer shall obtain and maintain until Close of Escrow: (i) worker's compensation insurance as may be required by law and (ii) primary liability insurance providing coverage on an occurrence basis in the amount of at least $1 million insuring against any loss, damage, injury or liability in connection with any such entry and/or investigations, inspections and tests of the Property by Buyer and/or Buyer's Representatives. Such insurance shall name Seller as an additional insured, and otherwise shall be issued by an insurer and be in a form and with deductibles subject to Seller's reasonable prior approval. Prior to any such entry by Buyer or Buyer's Representatives, Buyer shall provide Seller with a certificate evidencing Buyer's liability insurance, and such certificate shall provide

that such insurance shall not lapse or be cancelled, terminated, or modified without thirty (30) days' prior notice to Seller.

5.3 Project Plans. The parties agree that Buyer will be responsible for designing all site, engineering and architectural plans and related design documents for the Project, including the plans for the Ground floor in a cold shell condition, the Buildings, the parking lot and all related common areas (collectively, the "Project Plans"). Buyer will use commercially reasonable best efforts to obtain the approval of the Project Plans from the County, Agency and all applicable utility agencies and governmental agencies prior to the Closing. The Project Plans are subject to Seller's prior approval, which shall not be unreasonably withheld. Seller covenants to cooperate fully with, and upon Buyer's request, assist Buyer in the processing of any such items as relate to the Project including, without limitation, attending a reasonable number of meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials. The provisions of this Section shall survive the Close of Escrow.

5.4 Construction Management Agreement. The parties agree that, after the Closing, Buyer will manage construction of the Project. Buyer and Seller will work with each other in good faith to agree on and finalize a construction management agreement to be signed at the Closing, establishing Buyer's and Seller's obligations in connection with the construction of and payment for the Project (the "Construction Management Agreement"), which agreement shall be subject to the reasonable approval of Buyer's investor limited partner and lenders. Subject to the foregoing, the Construction Management Agreement will include the following terms:

5.4.1 Construction Management. Buyer will be responsible for managing the construction of the Project, and will provide periodic status updates to Seller; provided, however, Seller may take over such management pursuant to Seller's takeover rights in Section 5.6. The Project shall be developed and constructed in accordance with: (i) all Applicable Requirements and all Applicable Laws, and any requirements of any governmental authority or agency in connection with the foregoing and (ii) in accordance with the Project Plans approved by any governmental authority or agency.

5.4.2 Construction Contract. Upon approval of the Project Plans, Buyer will provide to Seller any bids Buyer obtains for Seller's review, and the parties will work together to select a bid. Upon selecting a bid, Buyer and Seller will work with each other and the contractor on finalizing a construction contract for constructing the Project that Buyer will enter into with the Contractor (the "Construction Contract"). The Construction Contract will name Seller as an additional insured and third party beneficiary of all rights, warranties and guaranties under the Construction Contract, and shall provide that the Construction Contract shall be automatically assigned to Seller if Seller exercises its takeover right (as described below). Any provisions of Construction Contract relating to the cost of the Ground Floor Work (as defined below) or the Shared Work (as defined below) shall be subject to Seller's prior written approval, which shall not be unreasonably withheld, and all other provisions of the Construction Contract shall not require Seller's approval. To the extent feasible the Construction Contract will break out separately the cost and price of all portions of the work that (i) benefit the Ground Floor exclusively (the "Ground Floor Work"), (ii) benefit the Rental Affordable Housing Project exclusively (the "Rental Affordable Housing Project Work"), and (iii) benefit both the Ground Floor and Rental Affordable

Housing Project (the "Shared Work"). Notwithstanding anything herein to the contrary, for any portion of the Project is subject to prevailing wage under the Labor Code or any private court order applicable to East Garrison, Buyer will comply with all applicable prevailing wage requirements, rules, regulations, statutes and orders.

5.4.3 Budget. Upon approval of the Project Plans and receipt of the Project bids, the parties will work together to agree on a budget and business plan for the Ground Floor Work and Shared Work and all estimated costs, expenses and fees associated with development and construction of the Ground Floor Work and Shared Work (the "Budget"). Once approved by both parties, the Budget may not be materially amended, modified or supplemented at any time without each party's prior written approval which approval shall not be unreasonably withheld or delayed. In addition, Buyer will not authorize any change orders to the Contract that increase any Budget line item for any work on the Ground Floor or in the Common Areas by more than $5,000, or the total Budget by more than $25,000 without Seller's prior approval; however, Seller's approval is not required for any change orders that only impact the Rental Affordable Housing Project.

5.4.4 Cost Allocation. Buyer will pay all costs of the Rental Affordable Housing Project Work, and Seller will pay all costs of the Ground Floor Work. The parties will split the cost of all Shared Work on a prorata basis, calculated based on the square footage of the Ground Floor and Rental Affordable Housing Project.

5.4.5 Payment of Costs. Buyer shall have the right no more frequently than monthly, to deliver to Seller invoices from all contractors and other vendors relating to the Ground Floor Work and Shared Work (each, a "Vendor"), or other reasonable evidence of all construction costs of the Ground Floor Work and Shared Work for the prior month (the "Monthly Costs"), together with a calculation of the portion payable by Seller pursuant to Section 5.4.4. Seller shall have five (5) business days after receipt of Buyer's Monthly Costs calculation to notify Buyer of any disputed items within the Monthly Costs, together with unconditional lien waivers for such Monthly Costs. Thereafter, Seller and Buyer will meet and confer to attempt to resolve any dispute. If, despite good faith efforts, the parties are unable to reach agreement on the Monthly Costs, then they will submit the dispute to a mutually agreed-upon licensed, professional engineer having experience in mixed use construction in Monterey County (the "Engineer"), whose decision shall be binding. Within fourteen (14) days after verification of the Monthly Costs in accordance with this Section 5.4.5, Seller will reimburse to Buyer the portion of the Monthly Costs for which Seller is responsible in accordance with Section 5.4.4. Buyer shall have no obligation to deliver to Seller invoices from contractors and vendors relating exclusively to the Rental Affordable Housing Project.

5.5 Buyer's Insurance; Indemnification. For so long as Buyer is constructing the Project: (i) Buyer shall at its own cost obtain and maintain or cause to be obtained and maintained, in such form and content as required by Seller in consultation with Buyer, comprehensive general liability, course of construction and builder's risk, and completed operations insurance, naming Seller and its members as Additional Insureds; and (ii) Buyer shall defend, indemnify and hold harmless Seller from any claims or liability arising out of the construction or development of Project, except to the extent arising from any acts or omissions of Seller.

5.6 Seller's Takeover Right. If, after the Closing, Buyer either (a) fails to satisfy any obligation by the deadline in the chart below, or ceases work on the Project for sixty (60) or more continuous days, subject to extension as a result of any Enforced Delay (as defined in Section 604 of the DDA), then Seller shall have the right, in its sole discretion, but subject to any rights of Buyer's investor limited partner or lenders set forth in the Construction Management Agreement, to assume control of construction and complete the Project, in which case Buyer will from time to time (but no more frequently than monthly) reimburse Buyer's portion of the actual costs in performing such work within thirty (30) days after Seller delivers Buyer reasonable evidence of such costs. In the event Seller assumes control of construction, Seller and Buyer will work together in good faith on a contract to reflect that Seller will step in as general contractor on the Project, which contract shall be subject to the reasonable approval of Buyer's investor limited partner and lenders. This takeover right will in no event have senior priority over Buyer's financing; provided, however, Seller agrees to work in good faith with Buyer and Buyer's lenders to enter into an intercreditor agreement with terms acceptable to Seller in its sole discretion. In the event of any conflict between the terms of this Section 5.6 and the terms of the Construction Management Agreement, the terms of the Construction Management Agreement shall control.

| **OBLIGATION** | **DEADLINE** |
|---|---|
| COMMENCE PROJECT CONSTRUCTION | March, 31, 2029 |
| COMPLETE PROJECT CONSTRUCTION | Guaranty Completion Deadline (as it may be extended) |

5.7 Condo Map. Prior to the Closing, Seller will use commercially reasonable best efforts to process the County's approval and recordation of a condominium map for the Property that establishes (i) the Rental Affordable Housing Project as one condominium unit comprised of at least 66 residential rental units, (ii) the Ground Floor as up to four non-residential condominium units, and (iii) designate the shared parking lot and other common areas within the Property (the "Condo Map"). Seller will not cause the Condo Map to be recorded without Buyer's prior approval of the Condo Map, which shall not be unreasonably withheld. Buyer will cooperate fully with, and upon Seller's request, assist Seller in the processing approval and recordation of the Condo Map.

5.8 CC&Rs and Owners Association. Buyer and Seller agree to cooperate in forming the Owners Association in order to manage the Project and maintain the common elements of the Project upon completion. Therefore, prior to the Closing, Seller will prepare draft (i) conditions, covenants and restrictions for the Project that include, among other things, terms and conditions regarding the (A) use of the shared parking lot and other common areas by owners, tenants and invitees of the Project, (B) management and maintenance of the Project common areas by the Owners Association, and (C) establishment of rules regarding the use, activities, maintenance and alteration of the Project, (d) funding of the Owners Association through ongoing quarterly or monthly assessments payable by the owner(s) of Town Center (it being understood that the Rental

Affordable Housing Project will have no obligation to fund the Owners Association other than the a lump sum payment by Buyer in accordance with the Easement, Maintenance and Use Agreement (as defined in Section 5.9) (the "CC&Rs"), and (ii) articles of incorporation and bylaws for the Owners Association (the "Association Documents"), each of which shall be subject to the reasonable approval of Buyer and its investor limited partner and lenders. Buyer and Seller will work with each other and Buyer's investor limited partner and lenders in good faith to agree on and finalize the CC&Rs and Association Documents, to be signed on or prior to the Closing.

5.9 Easement, Maintenance and Use Agreement for Access. Seller covenants to enter into an easement, maintenance, and use agreement ("Easement, Maintenance and Use Agreement") to allow Buyer access to and use of certain private roads and storm drain basins to be constructed, owned, and maintained by Seller (the "Street Improvements"), which Street Improvements may be transferred to a master association or homeowners association to be created by Seller. The Easement, Maintenance and Use Agreement will be subject to the reasonable approval of Buyer and its investor limited partner and lenders and will record on the earlier of (i) the transfer of the Street Improvements from Seller to the homeowners association and (ii) the Closing. Seller covenants to grant such easements to Buyer such that the total cost to Buyer for use, maintenance, and repair of the easement property does not exceed the Buyer's projected proportionate use of such property, assuming Seller fully develops its property as planned, and does not exceed the amount feasible given Buyer's budget and financing. Seller agrees that the total cost to Buyer for such easement may be paid in one lump sum capitalized payment (the "HOA Payment"). The parties will work together in good faith to agree on the HOA Payment at least 30 days prior to the Closing, based on the anticipated proportionate use of the easement property compared against the use by the HOA members. If the parties do not agree on the amount of the HOA Payment within 30 days prior to the Closing, they will submit the dispute to a mutually approved budget preparer, whose decision will be binding. Seller covenants not to reserve and/or impose any additional covenants, easements, CC&R's, homeowners' associations, assessment or special tax districts, rights, and rights-of-way, other than those existing on or in connection with the Property as of the Effective Date, on, over, under, across and/or through the Property without Buyer's prior written consent. Seller represents and warrants that Buyer shall not be a member of any master association, homeowners' association, or the like, created by Seller, including, but not limited to the association described in Condition of Approval No. 133.

5.10 Financing Budget. From and after the Effective Date of this Agreement through the Close of Escrow, Buyer shall process for closing all actions necessary or appropriate for the financing of the Property acquisition and Buyer's prorata portion of the development and construction costs for the Project (the "Rental Affordable Housing Financing"), including, without limitation, securing the following: (a) an allocation from the California Debt Limit Allocation Committee for tax exempt bonds and from the California Tax Credit Allocation Committee for the 4% low income housing tax credits ("Tax Credit Financing"), and (b) all additional funds required to finance the Property acquisition and Buyer's prorata portion of the development and construction costs for the Project (the "Additional Financing"). The Rental Affordable Housing Financing shall be in an amount that is sufficient to fund all of Buyer's costs, expenses and fees covered by the Budget. Buyer shall consult regularly with Seller in Buyer's processing for closing of all such financing, and shall provide copies of such financing documents (and any drafts thereof) on Seller's written request. Buyer will deliver to Seller a copy of any such documents for review

to confirm that there is no conflict between the submittal and the Applicable Requirements. The Buyer shall make every reasonable effort to apply and obtain commitments for the Additional Financing no later than the date Buyer obtains an award for the Tax Credit Financing, which is anticipated to be the final source of Rental Affordable Housing Financing to be secured, and which shall commence the 180-day period for completing the Close of Escrow. If Buyer fails to secure the Rental Affordable Housing Financing by the Closing Date set forth in Section 4.2, above, Seller shall have the right to terminate this Agreement, in which case Buyer will assign to Seller, in their as-is condition and without representation or warranty, all Project Plans (as defined in Section 5.3) prepared by or on behalf of Buyer for the Project.

5.10.1 Updates. Buyer agrees to send Seller monthly updates, no later than the first of each month, detailing (a) Buyer's progress and status on all financing applications, and (b) any changes to financing requirements, application deadlines and funding dates. In addition, Buyer will notify Seller at least 45 days before the Tax Credit financing application is due, and deliver by email a copy of the Tax Credit financing application concurrently with its submittal to the California Tax Credit Allocation Committee.

6. CONDITIONS TO PURCHASE AND SALE.

6.1 Buyer's Conditions. The following conditions (the "Buyer's Conditions") are conditions precedent to Buyer's obligation to purchase the Property:

(a) The representations and warranties contained in Section 7.1 shall be true and correct as of the Close of Escrow, without any material adverse change, except for any material adverse change of which Seller has notified Buyer and Buyer has accepted in writing.

(b) Seller shall have performed those obligations under this Agreement to be performed on or before Close of Escrow.

(c) The Title Company shall be committed to issue the Title Policy.

(d) Buyer and Seller shall have obtained all consents, approvals, authorizations and exemptions required to be obtained by it in order to consummate the transactions contemplated herein and as specified in the Seller Implementation Agreement.

(e) No order or injunction restraining or preventing the transactions contemplated by this Agreement or the development of the Property shall be in effect, and no action, suit or proceeding challenging the transactions contemplated by this Agreement or adversely affecting the development of the Property, including, but not limited to eminent domain proceedings, shall be pending before any court of government agency or be overtly threatened by any governmental agency.

(f) The Rental Affordable Housing Financing shall have been obtained or irrevocably committed in accordance with the Budget.

(g) All necessary governmental, electoral and/or other approvals required to be obtained prior to commencement of construction shall have been obtained for the allocation to Buyer of the tax credits in connection with the Rental Affordable Housing Project.

(h) Buyer and Seller shall have reached agreement on all terms and conditions of the Construction Contract, to be signed at the Closing.

(i) Buyer and Seller shall have reached agreement on all terms and conditions of the Construction Management Agreement, to be signed at the Closing.

(j) Buyer and Seller shall have reached agreement on all terms and conditions of the CC&Rs, to be signed and recorded at the Closing.

(k) Buyer and Seller shall have reached agreement on all terms and conditions of the Owners Association Documents, to be signed at the Closing.

(l) Buyer and Seller shall have reached agreement on all terms and conditions of the Easement, Maintenance and Use Agreement, to be signed and recorded at the Closing.

(m) The Project Plans shall have been finally approved by all required governmental entities and all necessary permits for the construction of the Rental Affordable Housing Project shall be ready for issuance, subject only to payment of required fees.

(n) The Condo Map shall have recorded, such that the Property is a separate legal unit that can be conveyed to Buyer separate from the remainder of the Project.

Buyer's Conditions are for the benefit of and may be waived by Buyer. If any Buyer's Condition is not satisfied on the Scheduled Closing Date, then Buyer shall have the right, in its sole discretion, to terminate this Agreement, in which event neither party shall have any further obligations under this Agreement except (i) Buyer will assign to Seller, in their as-is condition and without representation or warranty, all Project Plans prepared by or on behalf of Buyer for the Project, and (ii) any post-termination covenants or obligations that expressly survive the Close of Escrow or the termination of this Agreement shall still apply.

6.2 Seller's Conditions. The following conditions (the "Seller's Conditions") are conditions precedent to Seller's obligation to sell the Property:

(a) The representations and warranties contained in Section 7.2 shall be true and correct as of the Close of Escrow, without any material adverse change, except for any material adverse change of which Buyer has notified Seller and Seller has accepted in writing.

(b) Buyer shall have performed those obligations under this Agreement to be performed on or before Close of Escrow.

(c) Buyer and Seller shall have obtained all consents, approvals, authorizations and exemptions required to be obtained by it in order to consummate the transactions contemplated by the Seller Implementation Agreement.

(d) No order or injunction restraining or preventing the transactions contemplated by this Agreement shall be in effect, and no action, suit or proceeding challenging the transactions contemplated by this Agreement shall be pending before any court or government agency or be overtly threatened by any government agency.

(e) The Rental Affordable Housing Financing shall have been obtained or irrevocably committed in the amount specified in the Budget.

(f) All necessary governmental, electoral and/or other approvals required to be obtained prior to commencement of construction shall have been obtained for the allocation to Buyer of the tax credits in connection with the Rental Affordable Housing Project.

(o) (g) Buyer and Seller shall have reached agreement on all terms and conditions of the Construction Contract, to be signed at the Closing.

(p) Buyer and Seller shall have reached agreement on all terms and conditions of the Construction Management Agreement, to be signed at the Closing.

(q) Buyer and Seller shall have reached agreement on all terms and conditions of the CC&Rs, to be signed and recorded at the Closing.

(r) Buyer and Seller shall have reached agreement on all terms and conditions of the Owners Association Documents, to be signed at the Closing.

(s) Buyer and Seller shall have reached agreement on all terms and conditions of the Easement, Maintenance and Use Agreement, to be signed and recorded at the Closing.

(i) The Project Plans shall have been finally approved by all required governmental entities and all necessary permits for the construction of the Rental Affordable Housing Project shall be ready for issuance, subject only to payment of required fees.

(j) The County and Agency shall have approved the Revised Phase Three Entitlements.

(k) The Condo Map shall have recorded, such that the Property is a separate legal unit that can be conveyed to Buyer separate from the remainder of the Project.

Seller's Conditions are for the benefit of and may be waived by Seller. If any Seller's Condition is not satisfied on the Scheduled Closing Date, then Seller shall have the right, in its sole discretion, to terminate this Agreement, in which event neither party shall have any further obligations under this Agreement except (i) Buyer will assign to Seller, in their as-is condition and without representation or warranty, all Project Plans prepared by or on behalf of Buyer for the

Project, and (ii) any post-termination covenants or obligations that expressly survive the Close of Escrow or the termination of this Agreement shall still apply.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS.

7.1 Seller's Representations and Warranties. Except as disclosed to Buyer in the Property Reports and otherwise in writing, and except as contained in any document, record or report generally available to the public, Seller hereby represents, warrants and covenants to Buyer as follows, which representations, warranties and covenants shall be true, complete and correct as of the Effective Date and the Closing Date, and shall survive the Close of Escrow for a period of one (1) year:

(a) Seller is a Delaware limited liability company, duly organized and in good standing under the laws of the State of Delaware with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement. Seller is the sole owner in fee simple of the Property and has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Except as set forth in a recent preliminary title report including the Property, and except as otherwise contemplated in this Agreement, Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so prior to the Close of Escrow. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any agreement, covenant or obligation binding on Seller. This Agreement has been duly authorized and executed by Seller and the parties signing on behalf of Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

(b) Seller and any entity or person that owns or controls Seller are not bankrupt or insolvent under any applicable Federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute and have not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

(c) Seller is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other.

(d) Seller has not entered into any written unrecorded agreement, lease or contract that would be binding against the Property after the Close of Escrow.

(e) To Seller's Knowledge, Seller has disclosed all material written reports and documents in Seller's actual possession and control that pertain to the Property.

(f) To Seller’s Knowledge, the Property nor its operation violates in any way any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local or private.

(g) There is no pending or threatened private or governmental litigation by any governmental authority or person against Seller relating to the Property that might, if it and all other pending and threatened litigation were adversely determined, result in a material adverse change in the Property or its operation or that challenges the validity of or otherwise materially adversely affects the transactions contemplated by this Agreement.

(h) Seller has no Knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller. Seller has no Knowledge that anyone will, at the Closing Date, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(i) Buyer is aware that, in connection with the Property's former use as the Fort Ord Army Base, the Property was subject to environmental conditions that were required to be remediated, as more particularly disclosed in the FORA Deed, Agency Deed and other documents within the Title Report. To Seller's Knowledge, all required remediation has been completed and approved by the applicable governmental authorities prior to the Effective Date. Except for the foregoing, to Seller's Knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including but not limited to soil and groundwater conditions. To Seller's Knowledge, there are no environmental, health or safety hazards on, under, or about the Property, including but not limited to soil and groundwater conditions. Neither Seller nor to Seller's Knowledge has any third party (including but not limited to Seller's predecessors in title to the Property) used or installed any underground tank or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials ("Hazardous Materials"), which for purposes of this Agreement includes, but is not limited to, substances defined as "hazardous substances, hazardous materials, or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code §§9601, et seq.); the Hazardous Materials Transportation Act (49 United States Code §§1801, et seq.); the Resource Conservation and Recovery Act (42 United States Code §§6901, et seq.); the substances defined as "hazardous wastes" in California Health and Safety Code §25117 or as "hazardous substances" in California Health and Safety Code §25316; and the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §25249.5, et seq.); and in the regulations adopted and publications promulgated under each of the aforesaid laws. Seller has no Knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Material.

7.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, which representations and warranties shall be true, complete and correct as of the Effective Date and the Closing Date, and shall survive the Close of Escrow for a period of one (1) year:

(a) Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and

execution by Seller, shall be a valid and binding Agreement of Buyer. The entering into and performance by Buyer of the transactions contemplated by this Agreement will not violate or breach any agreements, covenant or obligation binding on Buyer.

(b) Buyer is a nonprofit corporation qualifying under Internal Revenue Code section 501(c)(3), the charitable mission of which is consistent with the acquisition, development and operation of affordable housing as set forth in its current Form 1023 filed with the Internal Revenue Service and its current Determination letter.

(c) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

(d) Buyer is a qualified nonprofit organization meeting the requirements of IRC Section 42(h)(5)(C).

(e) Buyer has not had any "negative points" (as such term is used in the Regulation of the California Tax Credit Allocation Committee or the Procedures of the California Debt Limit Allocation Committee) assessed against it.

(f) Buyer is not in default of any agreement with respect to any other property which has been awarded Tax Credits or tax exempt financing.

(g) There has not been an IRS Form 8611 filed with respect to any project in which Buyer's general partner has a direct or indirect interest.

7.3 Buyer's Covenants. In addition to all other covenants of Buyer contained in this Agreement, Buyer shall perform the following covenants:

(a) Financing. From and after the Effective Date of this Agreement, Buyer shall use all commercially reasonable efforts to obtain the commitment for the Rental Affordable Housing Financing in the amounts sufficient to acquire and construct the Project as specified in the Budget.

(b) Compliance. In connection with this Agreement, and the transactions and activities contemplated therein, including but not limited to the Buyer's development of the Rental Affordable Housing Project, Buyer shall fully comply with all Applicable Requirements and all Applicable Laws, and shall not, by any act or omission, cause Seller to fail to comply with any Applicable Requirements and Applicable Laws. "Applicable Laws" means all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders, and decrees.

(c) Transfers. Prior to the Close of Escrow, Buyer shall not engage in any Transfer without the prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. As used in this Agreement, "Transfer" means (i) any transfer, sale, lease (other

than tenant leases), option, encumbrance or other conveyance of all or any portion of the Property; (ii) any direct or indirect transfer, sale, encumbrance, assignment or other conveyance, whether in a single transaction or a series of transactions, of 25% or more, cumulatively, of the direct or indirect beneficial ownership interests in Buyer and/or any successor or assign of Buyer and/or (iii) the suspension or termination of Buyer's involvement in and/or ultimate decision-making authority for the Rental Affordable Housing Project. Any Transfer that does not comply with the requirements of this Section shall be null and void, and shall constitute an incurable default by Buyer under this Agreement. Notwithstanding the foregoing, Seller acknowledges and agrees that the Buyer may, without Seller's approval, either (i) after the Effective Date of this Agreement convey its rights under this Agreement, or (ii) after the Closing Date convey title to the Property, to any limited partnership in which Buyer (or any Affiliate of Buyer) is the general partner and in which one or more tax credit investors are limited partners. In addition, such investors may transfer their limited partnership interests to other investors as limited partners without Seller's consent or approval. Buyer or its Affiliate shall retain control over day to day management of the development of the Project; provided, however, that in the event of a material uncured default of the general partner pursuant to Buyer's limited partnership agreement, with the advanced written consent of Seller and Agency (not to be unreasonably withheld), such tax credit partners may replace Buyer as general partner and substitute a new general partner, provided that the replacement general partner (i) agrees to fully assume Buyer's obligations related to the Project as general partner of Buyer or otherwise, (ii) has sufficient experience in the development of mixed use projects containing rental affordable housing projects similar to the Project located on the Property; and (iii) is financially sound and solvent. For purposes of this Section 7.3(c), the term "Affiliate" shall mean any entity in which Buyer, directly or indirectly, owns fifty percent (50%) or more of the ownership interests or has control of such entity. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Affiliate, whether through ownership of voting securities, by contract or otherwise.

(d) Rental Affordable Housing Project Breakdown. Buyer shall operate the Rental Affordable Housing Project as very low income units and low income units, in accordance with the DDA (the "Rental Affordable Housing Breakdown").

(e) Potable Water Allotment. The East Garrison Specific Plan provides a formula for the amount of potable water that the Property is entitled annually. The allotment under the Specific Plan for the Rental Affordable Housing Project is 15.18 acre feet of potable water annually. Should the Property's consumption exceed or be projected to exceed 15.18 acre feet in a given year, the Buyer will use all commercially reasonable efforts to reduce water consumption to less than 15.18 acre feet.

The provisions of this Section 7.3 shall survive the Close of Escrow.

7.4 Seller's Covenants. In addition to all other covenants of Seller contained in this Agreement, Seller shall perform the following covenants:

(a) No Amendment or Agreements. On or after the Effective Date, Seller shall not (i) amend or waive any right under any of the agreements referenced in the Recitals of this

Agreement or (ii) enter into any lease or other agreement of any type affecting the Property that would survive the Closing Date, without Buyer's prior written consent, which consent shall not be unreasonably withheld.

(b) Insurance. Through the Closing Date, Seller shall maintain or cause to be maintained in full force and effect comprehensive general liability casualty and other insurance on the Property.

(c) Maintenance and Operation. Seller, at its sole cost and expense, shall operate the Property in substantially the same manner as it has operated the Property prior to the Effective Date and shall maintain and keep the Property such that on the Closing Date the Property is in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted. Seller may not make any material alterations to the Property without Buyer's prior written consent.

(d) Mechanics' Liens. Except for materials, supplies or work provided or ordered for the Property at the request of or for the account of Buyer, on or before the Closing Date, Seller must (i) pay for all materials, supplies, and work provided or ordered for the Property for which a labor, materialman's, or mechanics' lien may be claimed under applicable law and (ii) if required by the Title Company, provide the Title Company with such indemnifications or security as it may require to insure title to the Property at the Closing without exception for any unrecorded labor, materialman's, or mechanics' claim of lien.

(e) No Marketing. Seller agrees not to market, show or list the Property to any other prospective buyer during the term of this Agreement.

(f) Notification. Seller shall promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

8. EAST GARRISON PROCESSING. From and after the Effective Date, Seller shall have the right to process all applications, plans, maps, agreements, documents, approvals and other instruments or entitlements necessary or appropriate in Seller's sole discretion in connection with all portions of East Garrison still owned by Seller other than the Property ("Seller's Remaining Property") so long as it does not restrict or limit Buyer's ability to develop Project (including the Rental Affordable Housing Project) as contemplated in this Agreement. Buyer shall cooperate fully with and, upon Seller's request, assist Seller in the processing of any such items including, without limitation, attending a reasonable number of meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials. The provisions of this Section shall survive the Close of Escrow.

9. AS-IS SALE. Buyer represents, warrants and covenants to Seller as of the Close of Escrow that Buyer independently has inspected the Property, or has had full opportunity to do so, and that Buyer has elected to go forward with the purchase of the Property based upon such examinations and inspections as Buyer has deemed appropriate to make. Buyer agrees that except as otherwise set forth in this Agreement, Buyer will accept the Property in its condition at Close

of Escrow AS-IS, WHERE-IS and WITH ALL ITS FAULTS, including, without limitation, any faults and conditions specifically referenced in this Agreement. Buyer acknowledges and agrees that, except as otherwise set forth in this Agreement, has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, or past, present or future, concerning or with respect to the Property, including, without limitation, any of the following:

(a) the habitability, suitability or fitness for a particular purpose of the Property;

(b) the manner and quality of the Property;

(c) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology;

(d) compliance with any environmental protection, pollution, land use, or zoning laws, rules, regulations, orders or requirements, including, but not limited to, the Endangered Species Act;

(e) the presence or absence of hazardous or toxic materials or substances at, on, under, or adjacent to the Property;

(f) the fact that all or a portion of the Property may be located on or near an earthquake fault line or located in an Alquist-Priolo special study zone and the resulting damage of past and/or future earthquakes;

(g) the availability or provision of utilities or transportation to or for the Property except to the extent Seller is obligated to provide utilities in accordance with the Easement, Maintenance and Use Agreement;

(h) status of title (other than Seller's duty to convey fee simple title to Buyer at closing);

(i) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water;

(j) the value, profit potential, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof;

(k) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire, zoning or subdivision ordinances, codes or other similar laws,

(l) the existence or non-existence of underground storage tanks; or

(m) any other matter concerning or relating to the Property.

Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property, including, without limitation, the Property Reports, was obtained from a variety of sources and that neither Seller nor any of its agents, employees, representatives, consultants or contractors has made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information except as may otherwise be provided herein. Buyer acknowledges and agrees that (i) Seller has acquired the Property by foreclosure; (ii) Seller was not involved in the operation of the Property before Seller's acquisition of the Property; and (iii) Seller's Knowledge shall not apply to, or be construed to include, information or material which may be in the possession of Seller generally or incidentally, but of which Seller does not have Knowledge.

Except for the liability of Seller for (a) any default under this Agreement or any other agreement among the parties, (b) any fraudulent act or intentional misrepresentation by Seller, (c) breach of the representations and warranties contained herein, or (d) failure to comply with any post-closing covenant or obligation under this Agreement (collectively, the "**Excepted Matters**"), Buyer waives its right to recover from and fully and irrevocably releases Seller and Seller's past, present and future spouses, heirs, executors, administrators, representatives, predecessors-in-interest, successors-in-interest, assigns, lenders, agents, employees, attorneys, officers, directors, shareholders, affiliates, subsidiaries, parent corporations, sister companies, partners, members, managers, managers and co-venturers (collectively, the "**Released Parties**") from any and all claims (including without limitation damages, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that Buyer may now have or hereafter acquire against Seller or any of the Released Parties arising from or related to the Property, including, without limitation, the physical condition or status of the Property, the condition of title, any soils and(or) ground conditions, and/or Hazardous Substance(s).

Buyer specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Buyer and Seller hereby specifically acknowledge that (i) each has carefully reviewed this Section 9 and discussed its import with legal counsel, and (ii) that the provisions of this subsection are a material part of this Agreement without which Seller would not have entered into this

Agreement with Purchaser, and (iii) this Release is given by Buyer to Seller for valuable consideration, the sufficiency of which is hereby acknowledged.

**Buyer** _____ **Seller**_____

10. 2081 PERMIT. On April 10, 2015, the California Department of Fish and Wildlife issued Incidental Take Permit No. 2081-2013-003-04 to Seller for take of California tiger salamander associated with the East Garrison Project, which permit was amended by Minor Amendment No. 1 issued : November 4, 2015 (collectively, the "**2081 Permit**"). All work within East Garrison must be performed in compliance with the 2081 Permit. Therefore, Seller hereby authorizes Buyer to operate under the 2081 Permit as an agent authorized to perform the work on Seller's behalf. Without limiting the indemnity in Section 10.2 of the Agreement, Buyer shall defend, indemnify and hold harmless Seller from any claims or liability for any violations or noncompliance with the 2081 Permit arising out of the construction or development of the Project.

11. CONDEMNATION. If, prior to the Close of Escrow, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall immediately notify Buyer of such fact. In such event, each party shall have the right, in each party's sole discretion, to terminate this Agreement and the Escrow upon written notice to the other party and Escrow Holder not later than seven (7) days after receipt of Seller's notice thereof to Buyer. If this Agreement and the Escrow are so terminated, all documents and funds shall be returned by Escrow Holder to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne equally by Buyer and Seller.

12. BROKERS. Buyer and Seller each represents and warrants to the other that it has not engaged any real estate broker or finder in connection with this transaction. Seller agrees to indemnify, defend and hold Buyer harmless against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by Seller. Buyer agrees to indemnify, defend, and hold Seller harmless against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by Buyer. The representations, warranties, indemnities and agreements contained in this Section 13 shall survive the Close of Escrow or earlier termination of this Agreement.

13. GENERAL PROVISIONS.

13.1 Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature

pages may be detached and assembled to form a single original document. An electronic of a counterpart signature page shall be considered the equivalent of an ink original for all purposes.

13.2 Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both Parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

13.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

13.4 Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with the internal laws of the State of California.

13.5 Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. No provision of this Agreement shall be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

13.6 Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement.

13.7 Attorneys' Fees. If any party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of this Agreement, to the transactions contemplated hereby, or if any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party which obtains substantially the relief sought, whether by dismissal or award or judgment.

13.8 Assignment; Successors and Assigns. Except as permitted in Section 7.3(c) hereof, Buyer shall not transfer, encumber, sell or assign whether by operation of law or otherwise ("Assign") all or any portion of this Agreement and/or its rights and obligations hereunder without the express prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. Any Assignment that does not strictly comply with the requirements of this Section shall be null and void. Subject to the foregoing provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of successors and permitted assigns of the Parties to this Agreement.

13.9 Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00PM local time and on the next business day if received after 5:00PM or on other than a business day, including, without limitation, in the case of: (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; (iii) delivery by United States first-class certified or registered mail, postage prepaid; and (iv) transmittal by email, addressed as follows:

| | |
|---|---|
| If to Seller: | UCP East Garrison, LLC<br>6700 Koll Center Parkway, Suite 210<br>Pleasanton, CA 94566<br>Phone: (925) 300-6658<br>Email: dan.turpin@centurycommunities.com |
| With a copy to: | Century Communities<br>4695 MacArthur Court, Suite 300<br>Newport Beach, CA 92660<br>Attn: Holly Traube Cordova, Esq.<br>Phone: (661) 487-6080<br>Email: holly.cordova@centurycommunities.com |
| If to Buyer: | CHISPA, inc.<br>295 Main Street, Suite 100<br>Salinas, CA 93901<br>Attention:_Director of Real Estate Development<br>Phone: (831) 757-6251 ext. 141<br>Email:_dcleary@chispahousing.org |
| With a copy to: | Gubb & Barshay LLP<br>235 Montgomery Street, Suite 1110<br>San Francisco, CA 94104<br>Attention: Lauren Fechter<br>Phone: (415) 781-6600, ext. 5<br>Email: lfechter@gubbandbarshay.com |
| If to Escrow Holder: | First American Title Company<br>4750 Willow Road, Suite 275 |

Pleasanton, CA 94588
Attention: Tammi Buna
Email: tbuna@firstam.com

Either party may change its address by written notice to the other in the manner set forth above. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt.

13.10 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party is intended to or shall have any rights hereunder.

13.11 No Partnership. Nothing in this Agreement shall be construed as making Buyer and Seller joint venturers or partners.

13.12 Natural Hazard Disclosure Statement. Buyer shall receive from Seller a Natural Hazard Disclosure Statement pertaining to the Property (the "Disclosure Statement"). Buyer acknowledges that the Disclosure Statement is being delivered pursuant to the Natural Hazard Disclosure Act (California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Section 1102.6c(d), and any successor statutes or laws, as amended (the "Disclosure Act").

13.13 Assignment and Assumption Agreement; Quitclaim Deed. Nothing in this Agreement shall be deemed to waive, modify or otherwise excuse Buyer from compliance with the provisions of the Assignment and Assumption Agreement or the Quitclaim Deed, and the rights and remedies of the Agency and Seller under said documents. In the event of any conflict between the provisions in this Agreement and any provision in the Assignment and Assumption Agreement, the provision in the Assignment and Assumption Agreement shall prevail.

13.14 Terminology; Interpretation. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular. The Parties acknowledge that each party has reviewed or has had the opportunity to review with counsel this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The Parties further agree that no drafts of this Agreement or any amendments or exhibits hereto shall be used to interpret the meaning of this Agreement or any provision thereof, or the Parties' intent.

13.15 Calendar Days; Business Days. All time periods set forth herein in terms of "days" refer to calendar days, unless specifically otherwise provided; however, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used herein, "**business day**" means any day other than a Saturday, Sunday or federal or California State holiday

13.16 Jurisdiction and Venue. The Parties acknowledge and understand that the making of this Agreement is in Monterey County, California. Any suit, arbitration, mediation or other remedial process shall be filed and maintained in Monterey County, California.

13.17 Reliance on Authority of Person Signing Agreement. If a party is not a natural person, then no other party will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

13.18 Waiver of Jury Trial. To the fullest extent now or hereafter permitted by law, each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or any other instrument, document or agreement executed or delivered in connection herewith, or (ii) in any way connected with or related or incidental to the dealings of the Parties hereto or any of them with respect to this Agreement or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise. Each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury. Notwithstanding the foregoing to the contrary, if the jury trial waiver contained herein shall be held or deemed to be unenforceable, each Party expressly agrees to submit to judicial reference pursuant to California Code of Civil Procedure Sections 638 through 645.1 any claim, demand, action or cause of action arising hereunder for which a jury trial would otherwise be applicable or available. Pursuant to such judicial reference, the Parties agree to the appointment of a single referee and shall use their good faith efforts to agree on the selection of a referee. If the Parties are unable to agree on a single referee, a referee shall be appointed by the court under California Code of Civil Procedure Sections 638 and 640 to hear any disputes hereunder in lieu of any such jury trial. Each party acknowledges and agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon; provided, however, that any matters that would not otherwise be the subject of a jury trial will be unaffected by this waiver and the agreements contained herein. The Parties agree that the provisions contained herein have been fairly negotiated on an arms-length basis, with both sides agreeing to the same knowingly and being afforded the opportunity to have their respective legal counsel consent to the matters contained herein. Any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the Parties hereto to the waiver of their right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver. The provisions of this section shall survive the closing or termination of this Agreement.

**(Signatures contained on following page)**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

| SELLER: | BUYER: |
| --- | --- |
| UCP EAST GARRISON, LLC, a Delaware limited liability company<br><br>By: UCP, LLC, a Delaware Limited Liability Company, its sole member | COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation |
| By: _____<br>Name: Daniel Turpin<br>Title: Division President | By: _____<br>Name: _____<br>Title: _____ |

ACCEPTANCE BY ESCROW HOLDER

Escrow Holder hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Purchase and Sale of Real Property and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____

FIRST AMERICAN TITLE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

Certain real property situated in Monterey County Lands Tract No. 1, County of Monterey, State of California, described as follows:

Being all of Parcels T1.4, T1.5, and T1.6 as said parcels are shown and so designated on the map titled "Tract 1489 – East Garrison Phase One" and filed for record June 28, 2007 in Volume 24 of "Cities and Towns" at Page 7 in the office of the County Recorder of said County, and amended by Certificate of Correction recorded January 6, 2012 as Instrument No. 2012001408, Official Records of said County.

Total combined area containing 2.50 acres of land, more or less.

As shown on the plat attached hereto and made a part hereof.

**END OF DESCRIPTION**

**EXHIBIT A (CONTINUED)**
**PROPERTY PLAT**

(see attached)

EXHIBIT A

191\50\999478.6
991.000/577775

EXHIBIT A

191\50\999478.6
991.000/577775

EXHIBIT B

LIST OF PROPERTY REPORTS

The Property Reports consist of the following:

1. Preliminary Title Report/Commitment;
2. Listing and Copies of Title Exceptions;
3. ALTA Survey/Endorsements;
4. Tentative Tract Maps with Conditions of Approval;
5. Final Recorded Tract Map;
6. Specific Plan/EIR;
7. Commission/Council Minutes of Approval;
8. Environmental Assessment Report as set forth in the Army's Track Zero Finding of Suitability to Transfer (FOST); and
9. Soils Assessment Report.
10. Summary of Proposed Changes to Phase 3 of East Garrison – January 2023
11. MOU
12. Improvement Plans
13. Draft Parking Study
14. DDA Water Study
15. EGSP Pattern Book

EXHIBIT C

FORM OF QUITCLAIM DEED

**RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:**

_____

_____

_____

Attn:_____

---

**APN:**_____

The Undersigned Grantor(s) Declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $_____
SURVEY MONUMENT FEE $

[ X ] computed on the consideration or full value of property conveyed, OR

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[ X ] unincorporated area; [ ] City of Unincorporated Area, and

SURVEY MONUMENT FEE $

## QUITCLAIM DEED

UCP EAST GARRISON, LLC, a Delaware limited liability company ("Grantor") hereby remises, releases and quitclaims to _____, a _____ ("Grantee"), all of Grantor's right, interest, title and claim to the real property situated in the County of Monterey, State of California, more particularly described in Exhibit A attached hereto (the "Property").

SUBJECT, however, to easements and encumbrances of record, the Redevelopment Plan for the Fort Ord Redevelopment Project Area adopted by Ordinance No. 4136 of the Board of Supervisors of the County of Monterey on February 19, 2002, hereinafter called the "Redevelopment Plan," which is incorporated and made a part of this Quitclaim Deed with the same force and effect as though set forth in full herein, and the Disposition and Development Agreement by and between the Redevelopment Agency of the County of Monterey ("Agency") and East Garrison Partners I, LLC, a California limited liability company ("EGP"), dated as of

October 4, 2005, a Memorandum of which was recorded in the Official Records of the Monterey County Recorder ("Official Records") on May 16, 2006 under Recorder's Series number 2006044222, as implemented by and assigned to and assumed by Grantor by that certain (a) Implementation Agreement by and between the Agency and Grantor dated June 28, 2011, (b) Amended and Restated First Implementation Agreement by and between the Agency and Grantor dated August 30, 2016, and (c) First Amendment to Amended and Restated First Implementation Agreement between Agency and Grantor dated June 25, 2024, copies of which are on file with the Secretary of the Agency (collectively, the "DDA"). The DDA is incorporated and made a part of this Quitclaim Deed with the same force and effect as though set forth in full herein, and the certain conditions, covenants and restrictions as follows:

Section 1. Mandatory Language in All Subsequent Deeds and Leases.

The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

All deeds, leases or contracts made relative to the Property and the Improvements thereon or any part thereof shall contain or be subject to substantially the following non-discrimination clauses:

(a) In deeds: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through the lessee, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability in the

leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee, or any person claiming under or through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee, or any person claiming under or through the transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land."

Section 2. Agency/County of Monterey Right of Reverter.

Subject to the terms of Sections 512 and 513 and Enforced Delays under 604 of the DDA, the Agency and/or the County of Monterey shall have the right to re-enter and take possession of the Property or any portion thereof from Grantee with all improvements thereon (the "Revested Parcel"), and revest in the Agency and/or the County of Monterey the estate previously conveyed to the Grantee ("Right of Reverter") if after conveyance to Grantee of title to the Property or such portion thereof and prior to the issuance of the Certificate of Completion therefore pursuant to Section 320 of the DDA, the Grantee shall, as to the Revested Parcel:

a. Fail to commence construction of approved improvements on the Property or such portion thereof within the time set forth in the Partial Assignment and Assumption Agreement by and between Grantor and Grantee of even date herewith (unless such failure results from an Enforced Delay under Section 604 of the DDA or was caused by the Grantor or County);

b. Once construction has been commenced, fail to diligently prosecute construction of the improvements through completion within the applicable time set forth in the Partial Assignment and Assumption Agreement by and between Grantor and Grantee of even date herewith, where such failure has not been cured within ninety (90) days after written notice thereof from the Agency and/or the County of Monterey (unless such failure results from an Enforced Delay under Section 604 of the DDA or was caused by the Grantor or County);

c. Abandon or substantially suspend construction of the improvements for a period of ninety (90) days after written notice of such abandonment or suspension from the Agency and/or the County of Monterey or, if such failure cannot be reasonably cured within such ninety (90) day period, failure to reasonably act to cure such failure in a timely manner (unless such

abandonment or failure was caused by the Grantor or County or resulted from an Enforced Delay under Section 604 of the DDA);

d. Without the prior written consent of Agency and/or the County of Monterey, directly or indirectly, voluntarily or involuntarily sell, assign, transfer, dispose of or further encumber or agree to sell, assign, transfer, dispose of or further encumber or suffer to exist any other lien against all or any portion of or any interest in the Property or portion thereof, except for any sale, transfer, disposition, assignment or encumbrance that is expressly permitted by the terms of the DDA; and

e. If any event under a. through d. above is caused by or is attributable to a successor, assignee or transferee of the Grantee under an Assignment and Assumption Agreement, and the Grantee shall fail, within ninety (90) days of written notice from the Agency and/or the County of Monterey to commence to enforce the Grantee's remedies under the Assignment and Assumption Agreement to cause such successor, assignee or transferee to cure the failure.

Prior to the Agency and/or the County of Monterey's exercising its Right of Reverter under this Section 2 or under Section 512 of the DDA, Agency and/or the County of Monterey shall provide written notice to Grantee of its intention to exercise its Right of Reverter and afford Grantee the ability to cure such default if a cure period is provided for herein.

Such Right of Reverter shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

1. any mortgage, deed of trust or other security instrument permitted by the DDA; or

2. any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments;

3. any rights or interests of bondholders or other parties under financing mechanisms adopted or approved by the County as part of the Development Approvals (as such term is defined in the DDA);

4. upon revesting in the Agency and/or the County of Monterey of title to the Revested Parcel as provided in this Section and in Section 512 of the DDA, the Agency and/or the County of Monterey shall use commercially reasonable efforts to resell the Revested Parcel as soon as possible, in a commercially reasonable manner, to a qualified and responsible party or parties (as determined by the Grantor with the concurrence of the Agency) who will assume the obligation of making or completing such improvements as are acceptable to the Agency and/or the County of Monterey in accordance with the uses specified for the Revested Parcel in the Redevelopment Plan and in a manner satisfactory to the Agency and/or the County of Monterey. If the resale of the Revested Parcel generates any proceeds, then the proceeds thereof shall be applied as follows:

(a) First, to reimburse the Agency and/or the County of Monterey on its own behalf or on behalf of the County or Agency for all costs and expenses reasonably incurred by the Agency and/or the County of Monterey, including but not limited to salaries of personnel and legal fees directly incurred in connection with the recapture, management, and resale of the Revested Parcel (but less any income derived by the Agency and/or the County of Monterey from any part of the Revested Parcel); all taxes and installments of assessments incurred and payable prior to resale, and water and sewer charges with respect to the Revested Parcel incurred and payable prior to sale; any payments made or required to be made to discharge any encumbrances or liens, except any FORA liens, existing on the Revested Parcel at the time of revesting of title in the Agency and/or the County of Monterey or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors or transferees; expenditures made or obligations incurred which are necessary or required to preserve the value or protect the Revested Parcel or any part thereof; and any amounts otherwise owing the Agency and/or the County of Monterey by the Grantee and its successors or transferees.

(b) Second, to reimburse the Grantee, its successors or transferees, up to the amount equal to the sum of the following, as reasonably allocated by the Grantee to the Revested Parcel:

(1) pre-development and development costs paid or incurred by the Grantee for the Revested Parcel; plus

(2) all other costs pertaining to the acquisition or development of the Revested Parcel; plus

(3) payments made by the Grantee pursuant to financing mechanisms adopted or approved by the County or Agency as part of the Development Approvals, and the costs actually incurred by the Grantee for on-site labor and materials for the construction of the improvements existing or in process on the Revested Parcel or applicable portion thereof at the time of the reentry and repossession, exclusive of amounts financed.

Included with the above amounts shall be the fair market value of the improvements the Grantee has placed on the Revested Parcel, less any gains or income withdrawn or made by the Grantee from the Revested Parcel or the improvements thereon. Notwithstanding the foregoing, the amount calculated pursuant to this subsection (b) shall not exceed the fair market value of the Revested Parcel together with the improvements thereon as of the date of the default or failure which gave rise to the Agency and/or the County of Monterey's exercise of the Right of Reverter.

(c) Any balance remaining after such reimbursements shall be retained by the Agency and/or the County of Monterey as its property.

Section 3. Use and Maintenance.

The Grantee covenants and agrees for itself, its successors, its assigns, its transferees and every successor in interest that during construction and thereafter, the Grantee and its successors, transferees and assignees shall devote the Property and Phases thereof to the uses specified in the Redevelopment Plan, the Development Approvals and the DDA for the periods of time specified therein; *provided*, that in the event of any conflict between the foregoing, the Development Approvals shall govern and control.

In the event that there arises at any time prior to the expiration of the above covenants a condition in contravention of those standards, then the Grantor shall give written notice to the Grantee of the deficiency, and the Grantee shall commence to cure, correct or remedy such condition and shall complete such cure, correction or remedy with reasonable diligence.

Section 4. Prohibition Against Transfer of Property and Assignment of Agreement.

Subject to the provisions of Section 314 of the DDA, after conveyance of title and prior to the issuance of a Certificate of Completion for the Property or any Phase or portion thereof pursuant to Section 320 of the DDA, the Grantee shall not, except as expressly permitted by Section 107 of the DDA, sell, transfer, convey, assign or lease the whole or any part of the Property not covered by a Certification of Completion or the existing buildings or improvements thereon without the prior written approval of the Grantor or Agency which shall not be unreasonably withheld, conditioned or delayed. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion for the Property or any Phase or portion thereof for which a Certificate of Completion has been issued. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property, or prohibit or restrict the sale or leasing of any part or parts of a building or structure conditioned upon completion of said improvements as evidenced by a Certificate of Completion, or to restrict any acquisition financing or construction financing therefor.

In the absence of specific written agreement by the Grantor, no such transfer or assignment or approval by the Grantor shall be deemed to relieve the Grantee or any other party from any obligations under the DDA until completion of development as evidenced by the issuance of a Certificate of Completion for the Property or any Phase or portion thereof unless the Grantor has approved an Assignment and Assumption Agreement ("Assignment and Assumption Agreement") with respect to such transaction pursuant to Section 107 of the DDA.

Section 5. Intentionally Deleted.

Section 6. Enforcement.

Except as otherwise provided in the DDA (including, without limitation, Sections 312, 314 and 320), the covenants contained in this Quitclaim Deed shall remain in effect until the termination date of the Redevelopment Plan as such Redevelopment Plan may be amended pursuant to the provisions of Section 701 of the DDA. Under Section 1100.2 of the Redevelopment

Plan, the Redevelopment Plan terminates 30 years from the date the County Auditor certifies to the Director of Finance, pursuant to Health and Safety Code Section 53492.9, as the date of the final day of the first fiscal year in which One Hundred Thousand Dollars ($100,000) or more of tax increment funds from the Redevelopment Project Area are or have been paid to the Grantor. The covenants against discrimination shall remain in effect in perpetuity. Further, environmental covenants or indemnifications by the Army and/or FORA for their grantees, transferees and successors and assigns shall also remain in place in perpetuity. The covenants established in this Quitclaim Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Grantor, its successors and assigns, the Grantee and any successor in interest to the Property or any Phase or portion thereof.

The Grantor and the Grantee are each deemed the beneficiary of the terms and provisions of this Quitclaim Deed and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit the covenants running with the land have been provided. The covenants shall run in favor of the Grantor and the Grantee without regard to whether the Grantor or the Grantee has been, remains or is an owner of any land or interest therein in the Property or any Phase or portion thereof, any parcel or subparcel, or in the Redevelopment Project Area. The Grantee and the Grantor shall have the right, if the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled.

Section 6. Remedies of Agency.

If Grantee defaults on any of its material obligations under the DDA and Grantor does not timely cause Grantee to cure such defaults, the Redevelopment Agency of the County of Monterey may exercise any rights and remedies available to it as against Grantee under the DDA or otherwise.

Section 7. Capitalized Terms.

Capitalized terms used in this Quitclaim Deed, if not otherwise defined, shall have the meaning given to such terms in the DDA.

**(Signature contained on following page)**

Date: _____

UCP EAST GARRISON, LLC
A Delaware limited liability company

By: _____
Name: Daniel Turpin
Its: Division President

Acknowledged and Agreed to:

_____, a _____

By: _____ Dated: _____

Print Name: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ )

On _____, before me,
_____,
Dated Here insert Name and Title of Officer
personally appeared
_____,
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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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 of Notary Public

EXHIBIT D-1

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a California _____ ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), will not be required upon the transfer of certain real property to the Transferee by [Seller], a [status] ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder); and

2. The Transferor's U.S. employer or tax (social security) identification number is _____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: _____, 2011

"TRANSFEROR"

[Seller]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT D-2

SELLER'S STATE TAX WITHHOLDING CERTIFICATE

To inform _____, a California _____ ("Transferee"), on behalf of [Seller], a [status] ("Transferor"), the undersigned hereby certifies that withholding of tax under Sections 18805 and 18662 of the California Revenue and Taxation Code (collectively, the "Act") will not be required by Transferor:

CHECK ALL APPLICABLE ITEMS:

☐ 1. Transferor is a resident of California. Transferor's last known address is _____.

☐ 2. Transferor is a corporation qualified to do business in California.

☐ 3. Transferor is a partnership as determined in accordance with Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code.

☐ 4. Transferor has received a homeowner's property tax exemption for the Property.

☐ 5. Transferor is a bank acting as trustee other than a trustee of a deed of trust.

If none of the above apply, the undersigned certifies that Transferor has filed Form 597-A with the California Franchise Tax Board ("FTB") for the purpose of obtaining a Certificate from the FTB that Transferor is not required to pay to the FTB the amount of tax otherwise required to be withheld and paid under the Act, or is required only to pay a reduced amount of such tax.

Transferor understands that this Certificate may be disclosed to the California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare, in my individual capacity, that I have authority to sign this document on behalf of Transferor.

Dated: _____, 2011

"TRANSFEROR" [SELLER]

By: _____
Name: _____
Title: _____

EXHIBIT D-3

ASSIGNMENT AND BILL OF SALE

Reference is hereby made to (a) that certain property located in [City], [County] County, California and described in more detail on Exhibit A of that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions ("Purchase Agreement") between Seller and Buyer (as such parties are defined below) dated as of [Month] 2011, (b) to the improvements located thereon and (c) to the rights, privileges and entitlements incident thereto (the "Property").

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [Seller], a [status] ("Seller"), does hereby give, grant, bargain, sell, transfer, assign, convey and deliver to [Buyer], a California _____ ("Buyer"), all of Seller's right title and interest in the Property, including, without limitation: (i) all entitlements, subdivision agreements and other agreements relating to the development of the Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims and any similar rights relating to and benefitting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights, claims or awards benefiting the Property; excluding in any event all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property, which shall be and remain the property of Seller.

Except for the representations and warranties specifically set in the Purchase Agreement, Seller hereby disclaims any warranty, oral or written, concerning (a) the suitability of said Property for any activities and uses which Buyer may elect to conduct on the real property and/or in any improvements thereon, (b) the construction, physical condition or state of repair of said Property, (c) the compliance of the Property with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Buyer has fully inspected, evaluated and accepted said personal property on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis, and Buyer, by its acceptance of this Bill of Sale, expressly acknowledges that Seller makes no representation or warranty with respect to the Property, express or implied, or arising by operation of law, including, without limitation, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose. Nothing contained in this Bill of Sale amends any of the rights or obligations of any party under the Purchase Agreement. In the event of any conflict between the terms of this Bill of Sale and the Purchase Agreement, the terms of the Purchase Agreement will govern.

Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby.

"SELLER"

[Seller], a [status]

By: _____
Name: _____
Title: _____

EXHIBIT D-3

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

**RECORDED AT THE REQUEST OF**
**AND WHEN RECORDED, RETURN TO:**

_____
_____
_____

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

**(PARCELS _____AND_____, PURSUANT TO DISPOSITION AND DEVELOPMENT AGREEMENT AND AGENCY DEED: EAST GARRISON PROJECT)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and among UCP EAST GARRISON, LLC, a Delaware limited liability company, (herein "Master Developer") and COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation (herein "Assignee") and is approved and consented to by the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY ("Agency") and approved by the COUNTY OF MONTEREY ("County").

## RECITALS

A. East Garrison Partners I, LLC, a California limited liability company ("EGP") entered into a Disposition and Development Agreement with the Agency dated as of October 4, 2005 (the "DDA"). A Memorandum of the DDA was recorded in the Official Records of the Monterey County Recorder on May 16, 2006, as Document No. 2006044222. The DDA sets forth rights, terms and conditions and requirements for the acquisition and development of certain real property described therein (the "Site") included within the Fort Ord Redevelopment Project Area. Pursuant to the DDA, the property, subject to this Agreement will be developed as part of a new mixed-use community with residential, commercial, office, research, public, cultural, recreation, park and open space land uses (“East Garrison”). Unless otherwise defined in this Agreement, capitalized terms shall have the same meanings as set forth in the DDA.

EGP took title to the Site pursuant to that certain Quitclaim Deed, dated as of January 16, 2007, from the Agency to EGP, which Deed was recorded in the Official Records of the Monterey County Recorder on February 1, 2007, as Instrument No. 2007008907 (the "Agency Deed"),

setting forth certain disclosures, covenants, restrictions and requirements pertaining to the Assigned Parcel (as defined below), as well as the Remaining Site (as defined below).

B. Master Developer has acquired all of the rights, title and interest to the Site, including the Assigned Parcel (as defined below), and the development rights to East Garrison, including the DDA, from EGP pursuant to a foreclosure process as evidenced in that certain Trustee's Deed Upon Sale recorded September 9, 2009 in the Official Records under Recorder's Series Number 2009-057220. The DDA was subsequently assigned to and assumed by Master Developer by that certain First Implementation Agreement to Disposition and Development Agreement by and between the Agency and Master Developer dated June 28, 2011, which agreement was amended and restated in its entirety pursuant to an Amended and Restated First Implementation Agreement to Disposition and Development Agreement by and between the Agency and the Master Developer dated August 30, 2016, and which agreement was subsequently amended to reflect necessary changes to develop the Final Phase ("Master Developer Implementation Agreement").

C. Subject to Agency approval as provided in the DDA, the Master Developer desires to convey and assign to Assignee, its interests under the DDA as to that portion of the Site identified and described in Exhibit 1, attached hereto and incorporated herein by this reference (herein the "Assigned Parcel"). The remainder of the Site as described in the DDA shall be hereafter referred to as the "Remaining Site."

D. Assignee desires to be bound by and assume all of the Master Developer's obligations and other terms and conditions under the DDA and Agency Deed with respect to the Assigned Parcel.

E. Agency has determined that this Agreement satisfies the requirements of the DDA and Agency Deed with respect to the transfer of the Assigned Parcel.

F. In its approval of this Agreement, the County has determined that this Agreement also satisfies the requirements pertaining to the transfer and assignment of the Assigned Parcel under that certain Development Agreement (the "DA") between the Master Developer, as successor in interest to EGP, and the County, dated as of October 4, 2005, and recorded in the Official Records of the Monterey County Recorder (the “Official Records”) on May 16, 2006, as Instrument No. 2006044223, as amended by that certain First Amendment to Development Agreement recorded in the Official Records on July 14, 2020, as Instrument No. 2020034123.

**AGREEMENTS**

NOW, THEREFORE, THE MASTER DEVELOPER AND ASSIGNEE HEREBY AGREE AS FOLLOWS:

1. Transfer of Assigned Parcel. Subject to all of the terms and conditions of that certain Purchase and Sale Agreement and that certain Quitclaim Deed from Master Developer to

Assignee recorded concurrently with this Agreement (collectively, the "Transfer Documents"), Master Developer intends to transfer the Assigned Parcel to Assignee subject to the terms of the DDA and the Agency Deed applicable to the Assigned Parcel, and Assignee agrees to accept such transfer subject to the terms and conditions of the DDA and Agency Deed applicable to the Assigned Parcel, including but not limited to those provisions for performance in the development of the Assigned Parcel, restrictions on subsequent assignments, and rights and remedies in the event of default. Certain relevant provisions of the Transfer Documents are attached hereto as Exhibit 4 and incorporated herein by reference.

2. Assignment by Master Developer. Subject to the terms and conditions of this Agreement, as of the Effective Date (as determined under Section 7 hereof), Master Developer hereby assigns, transfers and grants to Assignee, and its successors and assigns, all of the Assigned Development Rights and Obligations, as such term is defined in Section 9 below. The Retained Development Rights and Obligations (as such term is defined in Section 9 of this Agreement) are hereby retained by the Master Developer and/or its other assignees and the Remaining Site.

3. Acceptance and Assumption by Assignee. Subject to the terms and conditions of this Agreement, as of the Effective Date, Assignee, for itself and its assignors and assigns, hereby accepts such assignment and assumes all of the Assigned Development Rights and Obligations. Except as expressly provided in this Agreement, Assignee agrees, expressly for the benefit of the Agency, to comply with, perform and execute all the covenants and obligations of Master Developer under the DDA, the Master Developer Implementation Agreement and Agency Deed arising from or under the Assigned Development Rights and Obligations as relate solely and exclusively to the Assigned Parcel.

4. Effect of Assignment.

a. Approval or acceptance of this Agreement by the Agency shall not be deemed to create any responsibility on the part of Assignee for the performance or satisfaction of the Retained Development Rights and Obligations and the Remaining Site, and Agency shall look solely to the Master Developer and/or its other assignees for the performance of such obligations, it being understood and agreed that the failure of the Master Developer and/or its assignees to timely perform all or any of such Retained Development Rights and Obligations shall not delay or prevent development of or the issuance of building permits or certificates of occupancy for the Assigned Parcel except to the extent such failure by the Master Developer and/or its assignees relates to satisfaction of conditions precedent under the DDA, if any, to the issuance of building permits, such as backbone infrastructure or services to serve the Assigned Parcel or the timely construction and completion of the Rental Affordable Housing as set forth herein. Subject to the foregoing, approval or acceptance of this Agreement by the Agency shall be deemed to relieve the Master Developer and/or its other assignees from any and all responsibility or liability to the Agency for the Assigned Parcel and the performance of the Assigned Development Rights and Obligations and Agency shall look solely to the Assignee for the performance of such obligations, subject to the rights (but not the obligations) of the Master Developer to enforce such obligations, pursuant to Section 12 of this Agreement, and subject to the Master Developer's obligations under the DDA to cause the development of the Rental Affordable Housing required on the Site. It is understood and agreed that the failure of Assignee

for the performance of the Assigned Development Rights and Obligations shall not delay or prevent development of or the issuance of building permits or certificates of occupancy for the Remaining Site, except to the extent that such failure by the Assignee triggers a suspension of building permits for market rate housing units in the Remaining Site under Attachment No. 3 of the DDA. The Master Developer shall be fully released from the Assigned Development Rights and Obligations as of the date of the Certificate of Completion for the Rental Affordable Housing, in accordance with the DDA.

b. Without limiting the foregoing, Agency approval of this Agreement shall constitute Agency consent and agreement to the following:

i. Agency hereby acknowledges and agrees that a default under the DDA with respect to the Remaining Site by any third party (other than Assignee) or by any of their respective agents, employees or contractors, shall not constitute a default or breach of the DDA on the part of Assignee with respect to the Assigned Parcel.

ii. Agency is not aware of any breach or default by the Master Developer referred to above with respect to any portion of the Assigned Parcel or the Assigned Development Rights and Obligations hereby transferred to Assignee.

iii. Pursuant to the DDA, Agency has approved the qualifications and financial capability of Assignee to carry out the development of the Assigned Parcel hereby transferred from Master Developer to Assignee.

iv. Agency hereby acknowledges and agrees that a default under the DDA by Assignee with respect to the Assigned Parcel which is not caused by the Master Developer shall not constitute a default or breach of the DDA on the part of the Master Developer and/or its other assignees with respect to the Assigned Parcel or the Remaining Site; provided, however, that the Master Developer acknowledges that it has the responsibility under the DDA to cause the development of the Rental Affordable Housing on the Assigned Parcel.

v. The DDA with respect to the Assigned Parcel and the Assigned Development Rights and Obligations may not be amended by the Agency and Assignee in any way that may have a material effect on the Master Developer or its ownership or other interest in the Site or any part thereof, including rights and remedies with respect to the Assigned Parcel, without the Master Developer's express written consent so long as the Master Developer retains an ownership or other interest in the Site or any part thereof.

vi. For the period that the Master Developer retains an interest in the Remaining Site or any part thereof under the DDA, the DDA with respect to the Remaining Site and with respect to the Master Developer's Retained Development Rights and Obligations, may be amended without Assignee's consent (but following prior written notice to Assignee; provided, however, the timely delivery of said notice shall not be a condition to the validity of any such amendment) so long as the amendment does not have a material effect on the Assignee or its ownership or other interest in the Assigned Parcel or any part thereof.

5. Substitution of Assignee. Assignee hereby assumes, as applicable to the Assigned Parcel, all of the burdens and obligations of the Master Developer under the DDA and Agency Deed with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, and agrees to observe and fully perform all of the duties and obligations of the Master Developer under the DDA and Agency Deed as applicable to the Assigned Parcel with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel, it being the express intention of both the Master Developer and Assignee that, upon the Effective Date of this Agreement, Assignee shall, subject to the terms and conditions of this Agreement become substituted for the Master Developer as the "Developer" under the DDA and Agency Deed with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, as applicable to the Assigned Parcel.

6. Effective Date. The Effective Date of this Agreement shall be the date of its recordation in the Official Records of the Recorder of Monterey County. The Effective Date of this Agreement shall be entered in the introductory paragraph of this Agreement and this Agreement shall be recorded by the Parties immediately preceding conveyance or transfer of the Assigned Parcel to Assignee.

7. Assignee Representations and Warrants. Assignee warrants and represents to the Agency and Master Developer as a material inducement to its approval of the assignment hereunder, the Assignee has independently reviewed, analyzed, and understands the effect and conditions of the DDA, the Master Developer Implementation Agreement and Agency Deed, the County's approval of the East Garrison Specific Plan and other Development Approvals (as defined in the DDA) pertinent to the development of the Assigned Parcel. Assignee further warrants and represents to the Agency and the Master Developer that except as may be expressly set forth in Sections 9 and 10 below, it is not relying upon any representations on the part of the Agency, Master Developer or any of their officers, agents or employees as to the status or effect of such matters.

8. Assignment of Development Rights and Obligations Related to the Assigned Parcel. As used herein "Assigned Development Rights and Obligations" means all of Master Developer's rights, title and interest (hereinafter collectively "Rights") and obligations, duties, responsibilities, conditions and restrictions (hereinafter collectively "Obligations") under the DDA and Agency Deed to cause the vertical development of the Property for use as Rental

Affordable Housing as set forth in Exhibit 2 hereto, but only to the extent those Rights or Obligations are applicable to Assignee and/or the Assigned Parcel. The Assigned Development Rights and Obligations are set forth or referenced in the following exhibits to this Agreement; which are incorporated herein by reference.

Exhibit 1: Location and Legal Description of Assigned Parcel

Exhibit 2: Permitted Uses and Scope of Development for Assigned Parcel

Exhibit 3: Schedule of Performance for the Assigned Parcel

Exhibit 4: Provisions of DDA and Agency Deed Applicable to Assigned Parcel

Any and all Rights and Obligations not expressly within the Assigned Development Rights and Obligations are hereby retained by the Master Developer and/or its other assignees and the Remaining Site ("Retained Development Rights and Obligations").

9. Other Provisions.

a. Commencement and Completion of Development: The Assignee shall commence and complete development within the time provided therefor in the Schedule of Performance attached hereto as Exhibit 3, subject to Enforced Delays under Section 604 of the DDA. The Schedule of Performance is hereby approved by the Agency and supersedes any prior Schedule of Performance pertaining to the Phase 3 Affordable Project.

b. Uses; Scope of Development; Approval of Construction Plans: The Assignee shall use and develop the Assigned Parcel in accordance with the Permitted Uses and Scope of Development for Assigned Parcels attached hereto as Exhibit 2. The Assignee shall submit its construction plans to the County of Monterey for approval pursuant to the Development Approvals, which shall include the Pattern Book.

10. Agency Approval of Assignment and Conditions of Approval. Subject to the terms and conditions of this Agreement, the Agency hereby approves and consents to (i) the assignment of the DDA and the Agency Deed, as to the Assigned Parcel, to Assignee, and (ii) the assignment of the Assigned Development Rights and Obligations to Assignee.

11. Remedies of Master Developer.

a. Master Developer shall have the right to enforce the provisions of this Agreement and Assignee's obligations under the Assigned Development Rights and Obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee constituting an uncured material default under the provisions of this Agreement or the Assigned Development Rights and Obligations assumed by Assignee.

b. The remedies set forth in the DDA that are available to the Agency in the event of an uncured material default by the Master Developer shall also be available to the

Agency and the Master Developer in the event of an uncured material default by the Assignee, including termination of the title of the Assignee in the Assigned Parcel in the first instance in favor of the Master Developer, and if the Master Developer fails to exercise its rights, in favor of the Agency.

12. Remedies of Agency. Subject to the right of Master Developer to first exercise its rights under Section 12 above and relevant provisions of the DDA, Agency shall have the right under the DDA and the Agency Deed to enforce the provisions of this Agreement and the Assigned Development Rights and Obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee constituting an uncured material default under the provisions of this Agreement or the Assigned Development Rights and Obligations assumed by Assignee.

13. Master Developer Deed to Assignee. The deed from the Master Developer to the Assignee shall include, among other things, a condition subsequent to the effect that in the event of an uncured material default by the Assignee and the failure of the Master Developer to enforce the terms of the Assignment and Assumption Agreement or revert title in the Assigned Parcel to the Developer in the first instance, the Agency may declare a termination in favor of the Agency of the title and all of the rights and interests in the Assigned Parcel conveyed by the deed to the Assignee.

14. Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

15. Amendments. Assignee acknowledges and agrees that Master Developer and Agency may amend the DDA from time to time without the consent of Assignee; provided that no amendment which would have a material effect on the Assignee or its ownership or other interest in the Assigned Parcel or any part thereof shall be effective without the express written consent of Assignee, except as otherwise permitted under the terms of the DDA existing prior to such amendment.

16. Vertical Development Insurance Requirements.

Prior to the commencement of vertical construction on the Assigned Parcel, the Assignee shall furnish or cause to be furnished to the Agency and Master Developer duplicate originals or appropriate certificates of commercial general liability insurance, with an endorsement naming the Agency, the County and Master Developer as additional or co-insureds, in not less than the following amounts: $2 million single limit for each occurrence and $5 million general aggregate for all occurrences. The Assignee shall, upon request, also furnish or cause to be furnished to the Agency, the County and Master Developer evidence satisfactory to the Agency, the County and Master Developer that any contractor with whom it has contracted for the performance of work on the Site carries workers' compensation insurance as required by law. All insurance policies maintained in satisfaction of this section shall contain a provision requiring the insurance carrier to provide thirty (30) days' prior written notice of any cancellation or termination to the Agency and Master Developer. The obligations set forth in this section shall remain in effect until completion of vertical development on the Assigned Parcel and may be satisfied by the insurance

provided, with the same limits as set forth above, in a regulatory agreement approved by the Agency and entered into by the Assignee in connection with the development of the Assigned Parcel.

17. General Provisions.

a. Notices. Notices under this Agreement with respect to the Assigned Parcel shall be sent in the manner required by Section 601 of the DDA to Assignee as follows:

To: CHISPA, inc.
295 Main Street, Suite 100
Salinas, CA 93901
Attention: Director of Real Estate Development
Phone: (831) 757-6251 ext. 141
Email: dcleary@chispahousing.org

With a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Lauren Fechter
Phone: (415) 781-6600, ext. 5
Email: lfechter@gubbandbarshay.com

To: UCP East Garrison, LLC
6700 Koll Center Parkway, Suite 210
Pleasanton, CA 94566
Phone: (925) 300-6658
Email: nick.arenson@centurycommunities.com

With a copy to: Century Communities
4695 MacArthur Court, Suite 300
Newport Beach, CA 92660
Attn: Holly Traube Cordova, Esq.
Phone: (661) 487-6080
Email: holly.cordova@centurycommunities.com

To: **Successor Agency**
County of Monterey
168 West Alisal St., 3rd Floor
Salinas, CA 93901
Attn: Nicholas E. Chiulos, Chief Assistant County Administrative Officer
Email: ChiulosN@countyofmonterey.gov

EXHIBIT E

With a copy to:
Office of County Counsel
County of Monterey
168 West Alisal St., 3rd Floor
Salinas, CA 93901
Attn: Michael J. Whilden, Deputy County Counsel
Email: WhildenM@countyofmonterey.gov

To: **County**
Housing and Community Development Department
County of Monterey
1441 Schilling Place, 2nd Floor South
Salinas, CA 93901
Attn: Craig Spencer, Director
Email: SuccessorAgency@countyofmonterey.gov

With a copy to:
Office of County Counsel
County of Monterey
168 West Alisal St., 3rd Floor
Salinas, CA 93901
Attn: Michael J. Whilden, Deputy County Counsel
Email: WhildenM@countyofmonterey.gov

The signatories (including consenting parties) to this Agreement may revise the addresses to whom notices may be sent from time to time, by providing at least two weeks prior written notice.

b. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions.

c. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or constraining the terms, covenants or conditions of this Agreement.

d. Severability. Except as otherwise provided herein, if any provision(s) of this Agreement is (are) held invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MASTER DEVELOPER:**

UCP EAST GARRISON, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: _____
Name:_____
Title: _____

**ASSIGNEE:**

COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation

By: _____
Name:_____
Title: _____

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY**

By: _____
Nicholas E. Chiulos
Chief Assistant County Administrative Officer

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Michael J. Whilden, Deputy County Counsel
Attorney for the Successor Agency to the Redevelopment Agency of the County of Monterey

EXHIBIT E

**COUNTY OF MONTEREY**

By: _____
Craig Spencer
Director of Housing and Community Development

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: _____
Michael J. Whilden, Deputy County Counsel
Attorney for the County of Monterey

EXHIBIT E

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991.000/577775

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ )

On _____, before me, _____,
Dated Here insert Name and Title of Officer
personally appeared _____,
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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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 of Notary Public

EXHIBIT E

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991.000/577775

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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County of _____ )

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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 on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature of Notary Public

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991.000/577775

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County of _____ )

On _____, before me, _____,
Dated Here insert Name and Title of Officer
personally appeared _____,
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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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State of California

County of _____ )

On _____, before me, _____,
Dated Here insert Name and Title of Officer
personally appeared _____,
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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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 of Notary Public

EXHIBIT E

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**EXHIBIT 1**

**LEGAL DESCRIPTION**
**CHISPA TOWN CENTER PARCELS**
**MONTEREY COUNTY, CALIFORNIA**

Certain real property situated in Monterey County Lands Tract No. 1, County of Monterey, State of California, described as follows:

Being all of Parcels T1.4, T1.5, and T1.6 as said parcels are shown and so designated on the map titled "Tract 1489 – East Garrison Phase One" and filed for record June 28, 2007 in Volume 24 of "Cities and Towns" at Page 7 in the office of the County Recorder of said County, and amended by Certificate of Correction recorded January 6, 2012 as Instrument No. 2012001408, Official Records of said County.

Total combined area containing 2.50 acres of land, more or less.

As shown on the plat attached hereto and made a part hereof.

**END OF DESCRIPTION**

**EXHIBIT 1 (CONTINUED)**
**PLAT**
**CHISPA TOWN CENTER PARCELS**
**MONTEREY COUNTY, CALIFORNIA**

(see attached)

EXHIBIT E

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EXHIBIT E

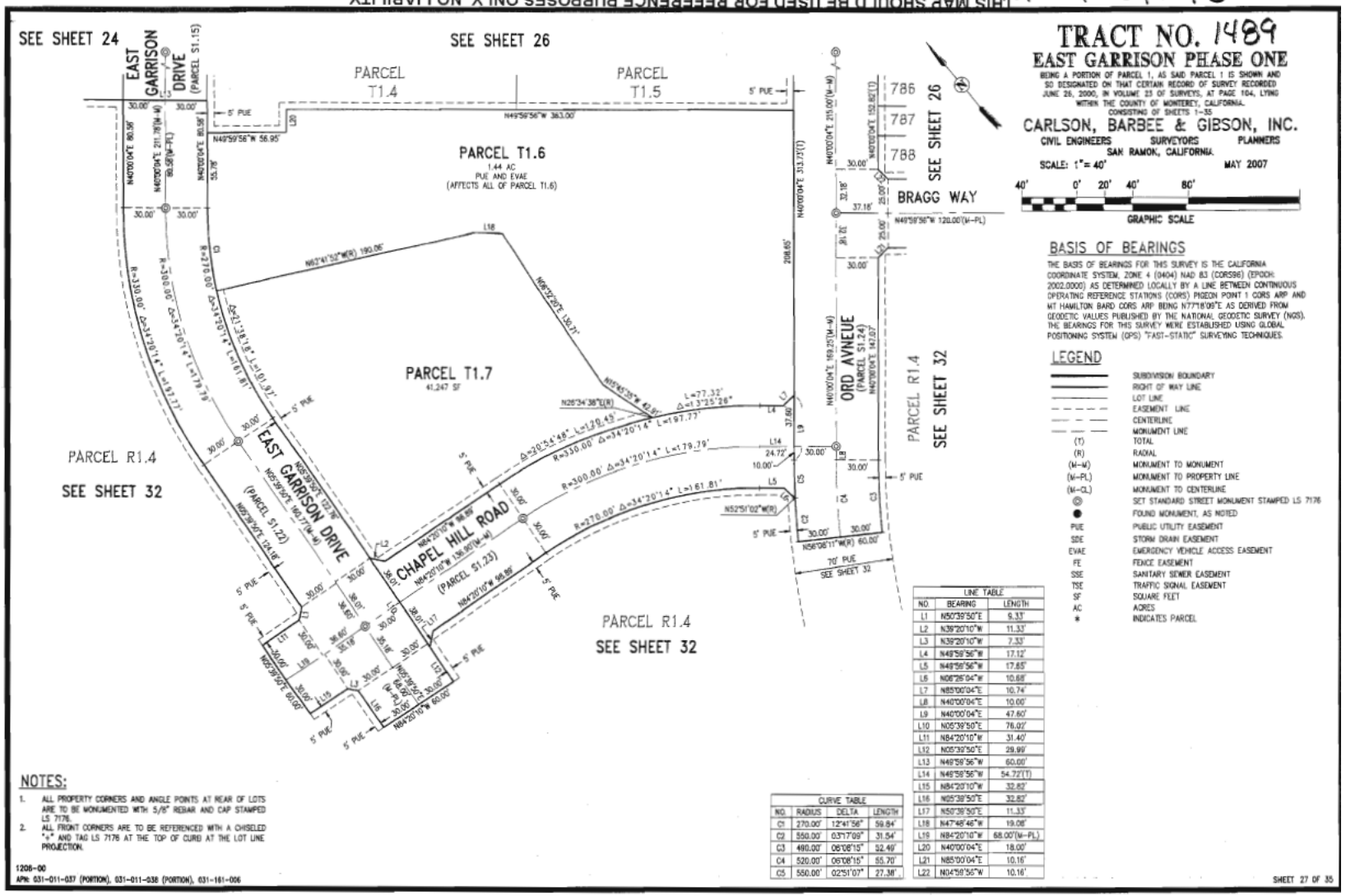

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT
1 of 24 C&T Pg 7
SEE SHEET 24
SEE SHEET 26
EAST GARRISON DRIVE (PARCEL S1.15)
PARCEL T1.4
PARCEL T1.5
PARCEL T1.6
1.44 AC
PUE AND EVAE
(AFFECTS ALL OF PARCEL T1.6)
PARCEL T1.7
41,247 SF
BRAGG WAY
ORD AVENUE (PARCEL S1.24)
CHAPEL HILL ROAD (PARCEL S1.23)
EAST GARRISON DRIVE (PARCEL S1.22)
PARCEL R1.4
SEE SHEET 32
SEE SHEET 26
786
787
788
TRACT NO. 1489
EAST GARRISON PHASE ONE
BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY RECORDED JUNE 26, 2000, IN VOLUME 23 OF SURVEYS, AT PAGE 104, LYING WITHIN THE COUNTY OF MONTEREY, CALIFORNIA.
CONSISTING OF SHEETS 1-35
CARLSON, BARBEE & GIBSON, INC.
CIVIL ENGINEERS SURVEYORS PLANNERS
SAN RAMON, CALIFORNIA
SCALE: 1" = 40'
MAY 2007
40' 0' 20' 40' 80'
GRAPHIC SCALE
BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 4 (0404) NAD 83 (CORS96) (EPOCH: 2002.0000) AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS OPERATING REFERENCE STATIONS (CORS) PIGEON POINT 1 CORS ARP AND MT HAMILTON BARD CORS ARP BEING N7718'09"E AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS). THE BEARINGS FOR THIS SURVEY WERE ESTABLISHED USING GLOBAL POSITIONING SYSTEM (GPS) "FAST-STATIC" SURVEYING TECHNIQUES.
LEGEND
SUBDIVISION BOUNDARY
RIGHT OF WAY LINE
LOT LINE
EASEMENT LINE
CENTERLINE
MONUMENT LINE
(T) TOTAL
(R) RADIAL
(M-M) MONUMENT TO MONUMENT
(M-PL) MONUMENT TO PROPERTY LINE
(M-CL) MONUMENT TO CENTERLINE
SET STANDARD STREET MONUMENT STAMPED LS 7176
FOUND MONUMENT, AS NOTED
PUE PUBLIC UTILITY EASEMENT
SDE STORM DRAIN EASEMENT
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
FE FENCE EASEMENT
SSE SANITARY SEWER EASEMENT
TSE TRAFFIC SIGNAL EASEMENT
SF SQUARE FEET
AC ACRES
* INDICATES PARCEL
NOTES:
1. ALL PROPERTY CORNERS AND ANGLE POINTS AT REAR OF LOTS ARE TO BE MONUMENTED WITH 5/8" REBAR AND CAP STAMPED LS 7176.
2. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A CHISELED "+" AND TAG LS 7176 AT THE TOP OF CURB AT THE LOT LINE PROJECTION.
LINE TABLE
NO. BEARING LENGTH
L1 N50°39'50"E 9.33'
L2 N39°20'10"W 11.33'
L3 N39°20'10"W 7.33'
L4 N48°58'56"W 17.12'
L5 N48°58'56"W 17.65'
L6 N06°26'04"W 10.68'
L7 N85°00'04"E 10.74'
L8 N40°00'04"E 10.00'
L9 N40°00'04"E 47.60'
L10 N05°39'50"E 76.02'
L11 N84°20'10"W 31.40'
L12 N05°39'50"E 29.99'
L13 N48°58'56"W 60.00'
L14 N48°58'56"W 54.72'(T)
L15 N84°20'10"W 32.82'
L16 N05°39'50"E 32.82'
L17 N50°39'50"E 11.33'
L18 N47°48'46"W 19.08'
L19 N84°20'10"W 68.00'(M-PL)
L20 N40°00'04"E 18.00'
L21 N85°00'04"E 10.16'
L22 N04°59'56"W 10.16'
CURVE TABLE
NO. RADIUS DELTA LENGTH
C1 270.00' 12°41'56" 59.84'
C2 550.00' 03°17'09" 31.54'
C3 490.00' 06°06'15" 52.49'
C4 520.00' 06°06'15" 55.70'
C5 550.00' 02°51'07" 27.38'
1206-00
APN: 031-011-037 (PORTION), 031-011-038 (PORTION), 031-161-006
SHEET 27 OF 35

**EXHIBIT 2**

**PERMITTED USES AND**
**SCOPE OF DEVELOPMENT FOR ASSIGNED PARCEL**

1. The Phase Three Rental Affordable Housing Development is within a mixed use condominium development comprised of one (1) or two (2) mixed use buildings (collectively, the "Buildings"), and an associated parking lot and common areas.

2. With the exception of the elevator and other portions of the ground floor that are designed to exclusively serve the Phase Three Rental Affordable Housing Development, the remainder of the Ground Floor of the Buildings are to be comprised of non-residential condominium units, and designated for non-residential use (including, without limitation, commercial, retail and civic uses) (collectively, the "Town Center") and owned, then leased or sold by Master Developer or its successors and assigns (such condominium units, together with a prorata percentage of undivided interest in all related common elements, is hereinafter referred to as the "Ground Floor").

3. All floors above the Ground Floor within the Buildings are to be a single residential condominium unit, to be owned and operated by Assignee and operated as the Rental Affordable Housing Project with 66 residential rental units that are affordable to Very Low and Low Income Households (such condominium unit, together with a prorata percentage of undivided interest in all related common elements, is hereinafter referred to as the "Property").

4. The elevator and other portions of the Property that exclusively serve the Rental Affordable Housing Development are to be included in the Rental Affordable Housing Development condominium unit, regardless of whether they are located in the ground floor of the Buildings.

5. The parking lot is to be designated as a common element for the Project but will have not less than 66 spaces adjacent to the Rental Affordable Housing Development designated for exclusive use for the residents of the Rental Affordable Housing Development, and other parking spaces designated for the owners, tenants and invitees of the Ground Floor.

An owners association is to be formed to manage the Project and maintain the common elements of the Project (the "Owners Association"), which common elements will include a shared parking lot which will be reflected on a parking plan approved by the County. It is intended that Assignee will pay a lump sum payment to the Owners Association pursuant to terms and conditions set forth in a Easement, Maintenance and Use Agreement signed by Assignee and Master Developer substantially concurrently herewith, and thereafter the Rental Affordable Housing Development will have no

obligation to pay assessments to the Owners Association for management and maintenance of the common elements.

7. The Phase Three Rental Affordable Housing portion of the Project will include 66 residential rental units affordable to Very Low and Low Income Households (with no less than 30 Very Low Income, plus one unrestricted manager unit) as more fully described in that certain Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants dated on or about the date hereof by and between the Agency and the Assignee. Per **Attachment 3** of the DDA (as defined in Recital A of this Agreement) the Property will meet the Phase 3 affordable housing phasing requirements.

The Town Center portion of the Project will include up to 30,000 sf of commercial/institutional/retail use space (including a community courtyard) with a commercial program that will be responsive to market demands and consistent with the East Garrison Specific Plan Section 3.5 General Land Use Regulations for the Town Center (TC) land use designation and as more specifically described in subsection 3.5.2 Permitted Uses.

**EXHIBIT 3**

**SCHEDULE OF PERFORMANCE**
**FOR THE PHASE THREE AFFORDABLE HOUSING DEVELOPMENT**

| Action | Party Responsible | Expected Date of Performance |
|---|---|---|
| Execution of this MOA | Century/CHISPA | October 2025 |
| Apply for County review & approval of architectural plans, engineering plan, utility plan, site plan | CHISPA/County | December 2026 |
| Process condo map | CHISPA/Century/County | December 2026 |
| Secure Funding from local, state, federal and private sources | CHISPA | August 2025 - March 2027 |
| 4% Tax Credit and Municipal Bond Award | CHISPA | May 2027 |
| Form condo association | CHISPA/Century | October 2027 |
| Developers and County enter into Inclusionary Housing Agreement | CHISPA/County | October 2027 |
| Close escrow and close all funding | Century/CHISPA | October 2027 |
| Commence construction | CHISPA | October 2027 |
| Complete construction | CHISPA | October 2029 |
| Property fully leased | CHISPA | January 2030 |

**EXHIBIT 4**

**PROVISIONS OF DDA AND**
**AGENCY DEED APPLICABLE TO ASSIGNED PARCEL**

A. APPLICABLE DDA PROVISIONS.

The following provisions of the DDA are hereby incorporated by reference and shall be applicable to the rights and obligations of Assignee with respect to the Assigned Parcel only, and shall be interpreted and applied in a manner consistent with the terms of this Agreement. It is recognized that certain of the DDA provisions listed below will be recorded concurrently with Master Developer's quitclaim deed for the conveyance of the Assigned Parcel to the Assignee or its permitted successor or assign and that certain of the DDA provisions listed below will have been satisfied at the time of and as a condition to such conveyance of the Assigned Parcel or shall have been incorporated into the Master Developer's quitclaim deed to Assignee or its permitted successor or assign.

Wherever the term "Developer" is used in any of the sections set forth below, such term shall refer to the Assignee of this Agreement and further, shall include any permitted nominee, transferee, assignee or successor in interest to the DDA, unless otherwise expressly stated herein, The term "Master Developer" as used herein refers to UCP East Garrison, LLC, a Delaware limited liability company.

To the extent any of the following provisions require notice to the Agency or require consent or approval of the Agency, the Assignee shall also provide notice to or will obtain the consent or approval from the Master Developer.

The term "Site" as used in the Sections set forth below shall mean the Assigned Parcel.

[§107] The Developer

[§108] Special Phasing Conditions: Deed-Restricted Affordable Housing

[§204] "AS IS" Conveyance; Release by Developer

[§205] Agency Financial Assistance; Developer's Evidence of Financing

[§302] Scope of Development

[§304] Construction Schedule

[§306] County and Other Governmental Agency Permits

[§307] Rights of Access

[§308] Local, State and Federal Laws

[§309] Antidiscrimination During Construction

[§310] Responsibilities of the Agency

[§311] Taxes, Assessments, Encumbrances and Liens

[§312] Prohibition Against Transfer of Site, the Buildings or Structures Thereon and Assignment of Agreement

[§314] No Encumbrances Except Mortgages, Deed of Trust, Sales and Lease-Backs or Other Financing for Development

[§315] Holder Not Obligated to Construct Improvements

[§316] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure.

[§317] Failure of Holder to Complete Improvements

[§318] Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default

[§319] Right of the Agency to Satisfy Other Liens on the Site After Title Passes

[§320] Certificate of Completion

[§321] Prevailing Wages

[§401] Uses

[§402] Obligation to Refrain From Discrimination

[§403] Form of Nonsegregation Clauses

[§404] Effect and Duration

[§405] Rights of Access – Public Improvements and Facilities

[§501] Defaults - General

[§503] Institution of Legal Actions

[§504] Applicable Law; Interpretation

EXHIBIT E

[§506] Rights and Remedies are Cumulative

[§507] Damages

[§508] Specific Performance

[§512] Right of Reverter

[§513] Dispute Resolution; Legal Action

[§601] Notices, Demands and Communications Between the Parties

[§602] Conflicts of Interest

[§603] Nonliability of Agency or Developer Officials and Employees

[§604] Enforced Delay; Extension of Times of Performance

[§605] Inspection of Books and Records

[§606] Plans and Data

[§607] Attorneys' Fees

[§608] No Third Party Beneficiaries

[§610] General Indemnity

[§611] Mechanics' Liens

[§612] Government Functions of Agency; No Joint Venture or Third Party Liability

Attachments and Exhibits: As referred to in the Sections above and including, without limitation:

(1) [Attachment No. 3] Housing Development and Affordable Phasing Requirements; and

(2) [Attachment No. 9, Section 4] Scope of Development.

EXHIBIT E

# Attachment 2

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Docusign Envelope ID: F5488680-7BC2-46E1-8538-8632B5DF431D

# MEMORANDUM OF AGREEMENT BETWEEN UCP EAST GARRISON, LLC AND COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC. FOR THE PHASE THREE RENTAL AFFORDABLE HOUSING DEVELOPMENT AT EAST GARRISON, COUNTY OF MONTEREY, CA

This Memorandum of Agreement (this "MOA") is entered into as of June 26, 2024, by and between UCP EAST GARRISON, LLC, a Delaware limited liability company ("Developer" under the DDA) and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("CHISPA").

Background

A. DDA; Site. East Garrison Partners, LLC ("EGP") and the Redevelopment Agency of the County of Monterey with the approval and agreement of the County of Monterey ("County") entered into a Disposition and Development Agreement dated as of October 4, 2005 (the "DDA"). A Memorandum of the DDA was recorded in the Official Records of the County Recorder on May 16, 2006 as Document No. 2006044222. The DDA provides, among other things, for the construction and rental of affordable housing (the "Rental Affordable Housing"), in three phases, on a portion of the real property located on the former Fort Ord Army Base within the unincorporated area of the County, commonly referred to as the East Garrison area (the "Site"). The overall development of the Site may be referred to as the "East Garrison Project". Those portions of the Site designated for the development of the Rental Affordable Housing may be referred to as the "Rental Affordable Housing Parcel". Capitalized terms used in this MOA shall have the same meaning as set forth in the DDA, unless otherwise defined in this MOA.

B. Successor to EGP. On September 8, 2009, Developer acquired fee title to the East Garrison project that was subject to the DDA, and consequently, as successor-in-interest to EGP, assumed certain rights, interests and requirements under the DDA.

C. Successor Agency. The Redevelopment Agency of the County of Monterey has been succeeded by the Successor Agency to the Redevelopment Agency of the County of Monterey (the "Agency").

D. Redevelopment Plan; Specific Plan. The Site is subject to the Redevelopment Plan for the Fort Ord Redevelopment Project Area ("Redevelopment Plan") adopted by the County of Monterey ("County") pursuant to the California Community Redevelopment Law. Development of the Site is also governed by the East Garrison Specific Plan ("Specific Plan") and Tentative Map ("Tentative Map"), and other entitlements and actions approved by the County and referenced in Recital F of this MOA.

E. Affordable Housing Requirements Generally. Attachment No. 3 and Section 4 of Attachment No. 9 of the DDA provide, in relevant part, that in the East Garrison Project: (a) six percent (6%) of the total of the 1,400 permitted residential units (exclusive of accessory or carriage units) developed in the East Garrison Project must be affordable to and occupied by Very Low Income Households ("Very Low Income Units"); (b) eight percent (8%) must be affordable to and occupied by Low Income Households ("Low Income Units"); and (c) six percent (6%) must be affordable to and occupied by Moderate Income Households ("Moderate Income Units"). The East Garrison Specific

Docusign Envelope ID: F5488680-7BC2-46E1-8538-8632B5DF431D

Plan and the DDA provide that the Very Low Income and Low-Income Units in each phase shall be affordable rental units developed by one or more qualified tax credit entities (each a "Rental Affordable Housing Developer") selected by the Developer, subject to the reasonable approval of the Agency.

F. Phase Three Rental Affordable Housing. Pursuant to the DDA, the Rental Affordable Housing in Phase Three of the East Garrison Project ("Phase Three") is to be comprised of 66 affordable live/work rental units for artists, with not less than 30 very low-income units, up to 36 low-income units, and including 1 non-income restricted on-site employee unit, (collectively, the "Phase Three Rental Affordable Housing").

G. Memorandum of Agreement with Rental Affordable Housing Developers. Section 202 (22) (j) of the DDA provides that prior to and as a condition of close of escrow for the sale of the Site to the Developer, the Developer shall submit to the Agency for its approval preliminary agreements with nonprofit housing developers (which agreements shall include requirements for submission of financing and satisfaction of other conditions) with specified nonprofit housing developers or other nonprofit housing developers reasonably satisfactory to the Agency for the construction of each phase of the Rental Affordable Housing (each, a "Rental Affordable Housing Developer"). CHISPA is one of the specified nonprofit housing developers approved by the Agency under that section of the DDA.

H. Development Approvals. In connection with the actions contemplated in the DDA; the County has approved, for the development of the Site:

1. Certification of a Final Subsequent Environmental Impact Report ("FSEIR"), including project-specific mitigation measures and a Statement of Overriding Considerations, adopted by the County Board of Supervisors (Resolution No. 05-264, adopted on October 4, 2005).

2. Mitigation Monitoring and Reporting Plan ("MMRP") adopted by the County Board of Supervisors (Resolution No. 05-265, adopted on October 4, 2005).

3. The East Garrison Specific Plan ("Specific Plan") approved by the County Board of Supervisors (Resolution No. 05-266, adopted on October 4, 2005).

4. General Plan text amendments approved by the County Board of Supervisors (Resolution No. 05-265 adopted on October 4, 2005).

5. Zoning Ordinance text and map amendments adopted by the County Board of Supervisors (Ordinance No. 05000 adopted on October 4, 2005).

6. Combined Development Permit, including Conditions of Approval, comprising a standard subdivision (Vesting Tentative Map) to create parcels for up to 1400 dwelling units (plus up to 70 secondary ("carriage") accessory building spaces, each on the same lot as a residential unit), commercial uses, and public uses, use permit for tree removal, general development plan, use permit to allow development on slopes over thirty percent (30%), and Design Approval including approval of a Pattern Book, approved by County Board of Supervisors (Resolution No. 05-267, adopted on October 4, 2005).

7. Allocation by the County Board of Supervisors of 470 acre-feet annually of potable

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water (from the Fort Ord Reuse Authority (FORA) allocation of water to the County) to serve the Project (Resolution No. 05-268, adopted on October 4, 2005).

8. The Development Agreement (the "Development Agreement"), approved by the County Board of Supervisors (Ordinance No. 05001, adopted on October 4, 2005,) and subsequently amended (Ordinance No. 5333, adopted on June 16, 2020) (the "Enacting Ordinance").

9. All such documents, each as may be amended from time to time, together with the Subsequent Development Approvals and Vested Elements, each as defined in the Development Agreement, collectively are referred to herein as the "Development Approvals."

I. Agency Administration of Inclusionary Housing Requirements. In approving the Development Approvals for the East Garrison Project the County found and determined that the DDA, entered into by the Agency (and approved by the County) pursuant to the provisions of the Community Redevelopment Law (Health and Safety Code sections 33000 et seq.), contains detailed requirements and schedules of phasing for the provision of inclusionary housing which comply with, and provide for more affordable housing than is required under, the County's Inclusionary Housing Ordinance (codified at Chapter 18.40 of the Monterey County Code), with certain modifications approved by the County to the Ordinance to be consistent with the requirements of the Community Redevelopment Law and the type of financing which will be sought to develop the affordable housing units. County housing policies permit the County to designate another public agency to perform and administer the County's inclusionary housing requirements. In approving this Agreement, the County has delegated to the Agency the authority and responsibility to administer and enforce, in accordance with the terms of the DDA, the County's Inclusionary Housing Ordinance and County housing policies adopted pursuant thereto, as modified to be consistent with the requirements of the Community Redevelopment Law and the type of financing which will be sought to develop the Rental Affordable Housing.

J. Original Phase Three Rental Apartment Project Developer. January 16, 2007, Developer entered into a Memorandum of Agreement with Artspace Projects, Inc. ("Artspace"), one of the specified nonprofit housing developers approved by the Agency under the DDA, designating Artspace as the Phase Three Rental Affordable Housing Developer.

K. Revised Phase Three Entitlements. The Developer has determined that it is infeasible to develop Phase Three as approved. Consequently, the Developer has submitted an application to amend the Development Approvals (collectively, the "Revised Phase Three Entitlements", PLN030204-AMD2). Among other things the Revised Phase Three Entitlements includes changes to the Phase Three Rental Affordable Housing. In particular, subject to the County's and Agency's approval, rather than the Phase Three Rental Affordable Housing being a stand-alone apartment complex, it is now proposed to be developed on the portion of the Phase Three land more particularly described on **Exhibit A** attached hereto (the "Phase Three Project"), as follows:

1. The Phase Three Project is to be developed as a mixed-use condominium development and an associated parking lot and common areas.

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2. The ground floor of the Buildings are to be comprised of non-residential condominium units, and designated for non-residential use as part of the "Town Center" plans for the Final Phase and owned by Developer or its successors and assigns (such condominium units, together with a pro rata percentage of undivided interest in all related common elements, is hereinafter referred to as the "Ground Floor").

3. All floors above the Ground Floor within the Buildings are to be residential units, to be owned and operated by the Phase Three Affordable Apartment Developer and operated as the Phase Three Rental Affordable Housing 66 residential rental units that are affordable to Very Low- and Low-Income Households as required under Attachment No. 3 and Section 4 of Attachment No. 9 of the DDA. Therefore, the "Phase Three Rental Affordable Housing Parcel" will include such condominium unit, together with a pro rata percentage of undivided interest in all related common elements.

4. The parking lot is to be designated as a common element for the Buildings and will have some parking spaces designated for exclusive use for the residents of the Phase Three Rental Affordable Housing, and other parking spaces designated for the owners, tenants and invitees of the Ground Floor.

5. The Phase Three Affordable Developer and Developer will cooperate and coordinate with each other on the Phase Three Project, but Developer is ultimately responsible, at Developer's cost, of ensuring that the Town Center is completed in accordance with the Revised Phase Three Entitlements.

L. New Phase Three Affordable Apartment Developer. Developer, Artspace, and Agency entered into a letter agreement dated February 6, 2024, mutually agreeing that Artspace will not be the Phase Three Rental Affordable Housing Developer. Developer wishes designate CHISPA as the Phase Three Affordable Apartment Developer.

M. Purpose of MOA. This MOA is intended to (1) satisfy the requirements of Section 202 (22) G) of the DDA by designating and obtaining approval of CHISPA as the Rental Affordable Housing Developer for the Phase Three Rental Affordable Housing, (2) set forth the obligations of the parties prior to entering into a Purchase Agreement (defined in Section 3 below) and Assignment and Assumption Agreement (defined in Section 3 below) with respect to the development of the Phase Three Affordable Housing, and (3) provide for the development of the basic business terms that will be elaborated in the Rental Affordable Housing Financing and Budget referenced in the Purchase Agreement.

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## AGREEMENTS

1. Designation of Affordable Housing Developer. Pursuant to Section 4 of Attachment No. 9 of the DDA, Developer hereby designates CHISPA as the Phase Three Rental Affordable Housing Developer for all of the Phase Three Rental Affordable Housing, subject to the approval of the Agency and compliance with the terms and conditions of this MOA. By its execution of the "Approval by Agency", attached hereto, Agency has approved the designation of CHISPA as the Phase Three Rental Affordable Housing Developer for all of the Phase Three Rental Affordable Housing.

2. Phase Three Rental Affordable Housing. The Phase Three Rental Affordable Housing shall be developed by CHISPA within the time and manner set forth in the Purchase Agreement and the Assignment and Assumption Agreement (each as defined in Section 3 below) on the Phase Three Rental Affordable Housing Parcel. Subject to the terms of this MOA, Developer will convey the Phase Three Rental Affordable Housing Parcel to CHISPA or its tax credit entity by quitclaim deed consistent with the terms of the DDA and the quitclaim deed from the Agency to Developer (such quitclaim deed from Developer to CHISPA or its tax credit entity is referred to herein as the "Quitclaim Deed").

3. Purchase Agreement. Upon the satisfaction of the conditions set forth in this MOA, Developer and CHISPA intend to enter into an Agreement for Purchase and Sale of Real Property and Escrow Instructions substantially in the form attached as **Exhibit C** hereto (the "Purchase Agreement"), pursuant to which Developer and CHISPA, subject to approval of the Agency, will enter into an Assignment and Assumption Agreement substantially in the form attached as Exhibit E to the Purchase Agreement (the "Assignment and Assumption Agreement") to assign to CHISPA, and pursuant to which CHISPA will assume, certain of Developer's rights and obligations under the DDA to develop the Phase Three Rental Affordable Housing, all as more particularly set forth in the Assignment and Assumption Agreement. Pursuant to the Purchase Agreement, CHISPA or its tax credit entity will acquire from Developer the Phase Three Rental Affordable Housing Parcel and develop the Phase Three Rental Affordable Housing. Notwithstanding the foregoing, Developer recognizes that with respect to the Phase Three Rental Affordable Housing, CHISPA must demonstrate in its applications for tax credits and financing that it has the legal right to acquire the Phase Three Rental Affordable Housing Parcel and construct the Phase Three Rental Affordable Housing on a timely basis to comply with its application and the conditions of financing. Therefore, by its approval of this MOA the Agency agrees to provide Developer and CHISPA with such representations and assurances as Developer and CHISPA shall reasonably require in connection with applications for financing of the Phase Three Rental Affordable Housing to the effect that: (1) CHISPA is the approved Phase Three Rental Affordable Housing Developer, and (2) CHISPA has the right, legally enforceable against Developer and the Agency, to acquire the Phase Three Rental Affordable Housing Parcel and develop the Phase Three Rental Affordable Housing consistent with the terms of the DDA as incorporated in the Assignment and Assumption Agreement. In furtherance of the foregoing sentence, not later than thirty (30) days prior to CHISPA's anticipated date for submission of an application for tax credits and/or other financing, Developer and CHISPA shall complete, and Developer, CHISPA, the Agency and the County shall execute in final form approved by the Agency and County, the Assignment and Assumption Agreement, to be effective upon its recordation prior to the conveyance of the Phase Three Rental Affordable Housing Parcel to CHISPA or its-designated tax credit entity.

4. Schedule. Not later than 180 days from the date of this MOA, Developer and CHISPA shall designate assigned times for performance of the responsibilities and goals set forth in this MOA,

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and such times shall be set forth in a Schedule of Performance, which shall be attached hereto as Exhibit 3 ("MOA Schedule of Performance"). The MOA Schedule of Performance shall require that the construction of all Phase Three Rental Affordable Housing obligations as set forth in this MOA be fully completed (as evidenced by certificate of occupancy) no later than December 31, 2030.

5. Inclusionary Housing Agreement. Section 4 of Attachment No. 9 to the DDA provides, in part as relevant to the Rental Affordable Housing, as follows:

> "The Developer shall enter into an Inclusionary Housing Agreement with the County, in a form acceptable to the County, Agency, and Developer, prior to the recordation of the first final map for the project. A minimum of 20% of all residential units constructed in each phase of the Project must be affordable to persons and families of very low, low and moderate income levels, as follows: 6% for very low, 8% for low and 6% for moderate income, all subject to appropriate deed restrictions to assure their continued affordability in accordance with the requirements of the CRL, the Inclusionary Housing Agreement, the County's Inclusionary Housing Ordinance with such modifications of its requirements as approved by the Board of Supervisors, and the Development Approvals and, as applicable, tax credit and bond financing requirements; provided that the Rental Affordable Housing units shall continue to be affordable for a term of at least *55* years from issuance of the Certificate of Occupancy for the particular unit . . . . Rental Affordable Housing units shall be developed by one or more qualified tax credit entities (each a "Rental Affordable Housing Developer") selected by the Developer, subject to the reasonable approval of the Agency. The Developer shall provide finished graded and infrastructure serviced pads to the Inclusionary Housing development sites; provided that thepads for the Rental Affordable Housing shall be conveyed to the Rental Affordable Housing Developer at such time as the Agency subsidy payment (or payments from the Developer as part of the Shortfall Loan) under Section b. of Part H of Attachment No. 4 is available for such units and the Rental Affordable Housing Developer has obtained tax credit financing and bonded construction contracts for each phase or segment of the Rental Affordable Housing units to be developed. Eligibility for, and pricing of, the Inclusionary Housing units under this Section 4 shall be calculated according to the methodology set forth in the Inclusionary Housing Agreement consistent with the terms of this Agreement. The County shall not impose any local preference policies for eligibility for the Rental Affordable Housing units."

In implementation of the above referenced provisions of Section 4 of Attachment No. 9 to the DDA, the County and Agency have approved the form of an Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants to be entered into by the County, Agency and CHISPA or its tax credit entity in the form attached hereto as Exhibit B (the "Regulatory Agreement"). The form of Regulatory Agreement attached hereto as Exhibit B may be further modified to comply with the requirements of the tax credit and/or low-income housing bond programs utilized by CHISPA or its tax credit entity for the financing of the Phase Three Rental Affordable Housing; provided, however, that the Agency may consider, in its sole discretion exercised pursuant to the provisions of Health and Safety Code section 33333.14 or similar sections, a request for subordination of the covenants or restrictions in the Regulatory Agreement based on requirements of financing proposed by CHISPA for

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the Phase Three Rental Affordable Housing.

6. Affordable Housing Agreements. In connection with conveyance of the Phase Three Rental Affordable Housing Parcel for the construction, rental, and operation of the Phase Three Rental Affordable Housing, CHISPA or its tax credit entity will be required to enter into the following agreements (each of which are subject to final review and approval by CHISPA and CHISPA's development partner and lender):

a. The Purchase Agreement, substantially in the form of Exhibit C attached hereto;

b. The Assignment and Assumption Agreement, substantially in the form of Exhibit E of the Purchase Agreement;

c. The Regulatory Agreement, substantially in the form of Exhibit B attached hereto; and

d. The Quitclaim Deed from Developer to CHISPA, substantially in the form attached as Exhibit C of the Purchase Agreement.

7. Obligations of Phase Three Rental Affordable Housing Developer. Subject to review and/or approval of the Agency as provided in the DDA, CHISPA shall have the following responsibilities:

a. CHISPA shall undertake to prepare, in consultation with Developer, and submit to Developer and the Agency for their review and approval, the following documents and information as applicable to the Phase Three Rental Affordable Housing, in adequate time so as not to delay the Schedule of Performance set forth in the Purchase Agreement:

i. CHISPA's housing implementation plan for the Phase Three Rental Affordable Housing, including the program to finance, construct, operate and manage the Phase Three Rental Affordable Housing, consistent with the requirements of the DDA

ii. a proposed project budget and business plan, consistent with Developer's Pro Forma;

iii. a final financing plan, taking into consideration the Agency and/or Developer's Shortfall Loan to the Agency as required by the DDA and consistent with Developer's Pro Forma;

iv. a schedule for applying for and obtaining federal or state financing, including tax credit allocations for the Phase Three Rental Affordable Housing, consistent with the Schedule of Performance set forth in the Purchase Agreement;

v. a schedule for plans and construction of the Phase Three Rental Affordable Housing, consistent with the schedule provided by Developer consistent with the Section 4 Schedule of this Agreement;

vi. the proposed form of entity to act as the Phase Three Rental Affordable Housing Developer, including principals, partners and responsible parties and personnel;

vii. any clarifications or other changes recommended by CHISPA in connection with the DDA, County housing policies and/or other governing documents such as the Regulatory Agreement, the Assignment and Assumption Agreement or the Purchase Agreement; and

viii. such other information as the Agency or Developer shall request.

b. Following Agency approval of the designation by Developer of CHISPA as the Phase Three Rental Affordable Housing Developer:

i. CHISPA shall serve as the Phase Three Rental Affordable Housing Developer, as such role is defined in the DDA and will be defined in the Purchase Agreement. CHISPA shall make representations and warranties in the Purchase Agreement as to its status as a nonprofit developer;

ii. CHISPA (or its tax credit entity) and Developer shall enter into the Purchase Agreement, substantially in the form attached hereto as Exhibit C subject to such revisions and conforming changes as the parties shall mutually agree upon.

iii. Concurrently with acquisition of the Phase Three Affordable Housing Parcel, CHISPA and Developer shall enter the Assignment and Assumption Agreement and Quitclaim Deed, and CHISPA shall execute or otherwise agree to be bound by the terms of the Regulatory Agreement insofar as it pertains to the Phase Three Rental Affordable Housing.

iv. CHISPA shall work in good faith to solicit input from Arts Habitat, Inc. and the local artist community in connection with the design of the Phase Three Affordable Housing and to develop a directed marketing program designed to promote the Phase Three Affordable Housing to local artists.

v. CHISPA shall have the sole and exclusive obligations of the Phase Three Rental Affordable Housing Developer, as defined in the DDA, the Purchase Agreement, and this MOA. CHISPA shall further be responsible for timely performance and completion of all actions assigned to the Phase Three Rental Affordable Housing Developer in the Purchase Agreement

vi. With respect to the Phase Three Rental Affordable Housing, as among CHISPA, Developer, the Agency and the County, CHISPA shall be responsible for applying for all applicable sources of subsidized funds, and shall be responsible for all other financing obligations including loan repayments, yield maintenance requirements of tax credit investors, certain guarantees as needed or required of the financing, and compliance with all the related regulatory agreements from the respective agencies administering

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the various affordable housing programs that will be involved. CHISPA acknowledges that Developer and/or the Agency are under no obligation to provide credit support for such financing.

vii. CHISPA shall, prior to the conveyance of the Phase Three Rental Affordable Housing Parcel, confirm that it has sufficient assets or access to capital and financial commitments, including the subsidy to be provided by the Agency and/or Developer under the DDA, to develop and operate the Phase Three Rental Affordable Housing.

viii. CHISPA shall, following conveyance of the Phase Three Rental Affordable Housing Parcel, construct and operate the Phase Three Rental Affordable Housing in accordance with the. Assignment and Assumption Agreement and the Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants insofar as it pertains to the Phase Three Rental Affordable Housing.

ix. CHISPA shall have the following additional responsibilities in implementing the Phase Three Rental Affordable Housing requirements:

(i) Apply for design review and approval of Architectural Plans and Site Plan from the appropriate committee pursuant to the Pattern Book (referenced in Recital H.6. hereof) and submit all engineering and building plans required by the County for issuance of a building permit, for the Phase Three Rental Affordable Housing (subject to any waiver of building permit and impact fees that may be obtained from the County under Section 18.40.20.G. of the Monterey County Code).

(ii) Prepare required proforma(s).

(iii) Attend all Public Hearings/Community Meetings that are relevant to its role as the Phase Three Rental Affordable Housing Developer.

(iv) Coordinate and oversee the submittal of construction plans, and applications for all other necessary permits.

(v) Secure a General Contractor, subject to approval of Developer.

(vi) Enter into a partnership agreement with a tax credit investor.

(vii) Apply for and obtain all necessary construction phase financing.

(viii) Apply for and obtain all permanent phase financing.

(ix) Development and implement a property management program.

(x) Develop and implement a marketing and lease-up program.

(xi) Develop and implement a renter qualification program.

(xii) Develop and implement a move-in coordination and scheduling program (to the extent not covered in subsection (x) above).

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(xiii) Comply with all monitoring and reporting requirements.

(xiv) Adequately address cost overruns or revenue deficiency.

8. Obligations of Developer. Subject to review and/or approval by the Agency as provided in the DDA, Developer shall retain the following responsibilities:

a. Developer shall review and approve proformas to be developed by CHISPA for all the Phase Three Rental Affordable Housing in consultation with the Agency and the Agency's consultants in conjunction with the proformas that CHISPA is required to provide under this Agreement. Developer shall provide CHISPA with the following: (I) the schedule for commencement and completion of the Phase Three Rental Affordable Housing consistent with the requirements of the DDA, (2) the amount of water allocated to the Project from the total amount of water allocated by the County for the East Garrison Project, (3) budgeted subsidy funds from the Agency (or from Developer's Shortfall Loan to the Agency) allocated to the Phase Three Rental Affordable Housing, and (4) design guidelines and other site specific building guidelines for the Phase Three Rental Affordable Housing, consistent with the Pattern Book (referenced in Recital H.6: hereof).

c. Developer has prepared the Phase Three Rental Affordable Housing Parcel, including all demolition and all new infrastructure and all utilities (to the parcel line) to the Phase Three Rental Affordable Housing Parcel required for the development of the Phase Three Rental Affordable Housing.

d. Developer shall develop the phasing and timeline for the Phase Three Rental Affordable Housing, consistent with the phasing and scheduling requirements in the DDA.

e. Developer shall deliver to CHISPA rough, graded lot(s) within the Phase Three Rental Affordable Housing Parcel for the development of the Phase Three - Rental Affordable Housing (which rough grading is complete).

f. Developer shall allocate infrastructure and common area costs across all product types being developed within the Site, including the Rental Affordable Housing; provided, however, that the Phase Three Rental Affordable Housing shall not bear costs of infrastructure or common area provided by Developer to serve the Phase Three Rental Affordable Housing Parcel nor be subject to special taxes imposed by a community facilities district or a community services district. The Phase Three Rental Affordable Housing, unless exempted by law, shall be subject to all other assessments, taxes, impact, connection and. building permit fees and charges imposed by or for the County (except to the extent that application and appeal fees for discretionary permit and building permit applications may be waived by the County pursuant to Monterey County Board of Supervisors Resolution No. 2000-342), public and private utilities, schools and other entities.

g. Developer shall, in collaboration with CHISPA, coordinate and facilitate all

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public hearings, community meetings and staff meetings that Developer or Agency deem appropriate with respect to the Phase Three Rental Affordable Housing.

h. Developer shall contribute to the cost of the Phase Three Rental Affordable Housing, as necessary in augmentation of the Agency's financial contribution, in accordance with the requirements and limitations of the DDA.

i. Developer shall review and approve or disapprove, in consultation with CHISPA, the required submittals from CHISPA under Section 7 of this MOA.

9. Time of Essence; Termination. Time is of the essence under this MOA. CHISPA has reviewed Attachment No. 3 to the DDA and understands and acknowledges that the failure to develop the Phase Three Rental Affordable Housing within the time and manner provided in the DDA may subject Developer to withholding of building permits for market rate housing or resulting in the Agency enforcing the guarantee signed by Developer's parent company for the timely completion of the Phase Three Rental Affordable Housing. Developer understands and acknowledges that in order to meet the schedule of Developer for the Phase Three Rental Affordable Housing, CHISPA will need to file timely applications for tax credits and bond financing. Developer and CHISPA will therefore mutually cooperate to accomplish tasks and maintain projected schedules for the Phase Three Rental Affordable Housing. Either party may terminate this MOA upon 30 days prior written notice to the other (with written notice simultaneously provided to the Agency) if in the good faith business judgment of the terminating party the projected schedules cannot be met for any reason, and it is not reasonably feasible to extend such projected schedules by mutual consent or in reliance upon one or more events of enforced delays under Section 604 of the DDA. In the event of such termination, neither party shall have any further rights or obligations to the other party.

10. Counterparts. This MOA may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. An electronic of a counterpart signature page shall be considered the equivalent of an ink original for all purposes.

11. Approval by Agency. This MOA is subject to the approval of the Agency.

[signatures on next page]

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IN WITNESS WHEREOF, the parties have executed this MOA as of the date first written above.

**DEVELOPER:**
UCP EAST GARRISON, LLC, a Delaware limited liability company
By: UCP, LLC, a Delaware Limited Liability Company, its sole member

DocuSigned by:
By: Daniel Turpin
Daniel Turpin
Division Manager

**CHISPA:**
COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation

DocuSigned by:
By: Andrew T Simer
Name: Andrew T Simer
Title: Chief Financial Officer

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## APPROVAL OF AGENCY

THE SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY ("Agency") hereby approves the designation by Developer of Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("CHISPA") as the Rental Affordable Housing Developer under the DDA and the MOA for the Phase Three Rental Affordable Housing and approves the terms of the MOA between Developer and CHISPA.

1. The Agency reserves approval of the terms of the following documents for the transfer of the Phase Three Rental Affordable Housing Parcel to CHISPA, as to their final form:

(a) the Purchase Agreement (Exhibit C to the MOA);

(b) the Assignment and Assumption Agreement (Exhibit E to the Purchase Agreement);

(c) the Inclusionary Housing Regulatory Agreement and Declaration of Restrictive Covenants (Exhibit B-1 to the MOA); and

(d) the Quitclaim Deed from Developer to CHISPA (Exhibit C to the Purchase Agreement).

2. The Agency acknowledges and agrees to fulfill its financial obligations under Section 4 of Attachment No. 9 of the DDA.

3. The Agency acknowledges and agrees to provide the legally binding assurances to Developer and CHISPA referenced in Section 3 of the MOA.

4. The Agency agrees to cooperate with Developer and CHISPA in the transfer of the Phase Three Rental Affordable Housing Parcel and the development of the Phase Three Rental Affordable Units, consistent with the terms of the MOA, the Assignment and Assumption Agreement, and Regulatory Agreement.

Executed as of .....

**AGENCY:**

SUCCESSOR AGENCY TO REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY

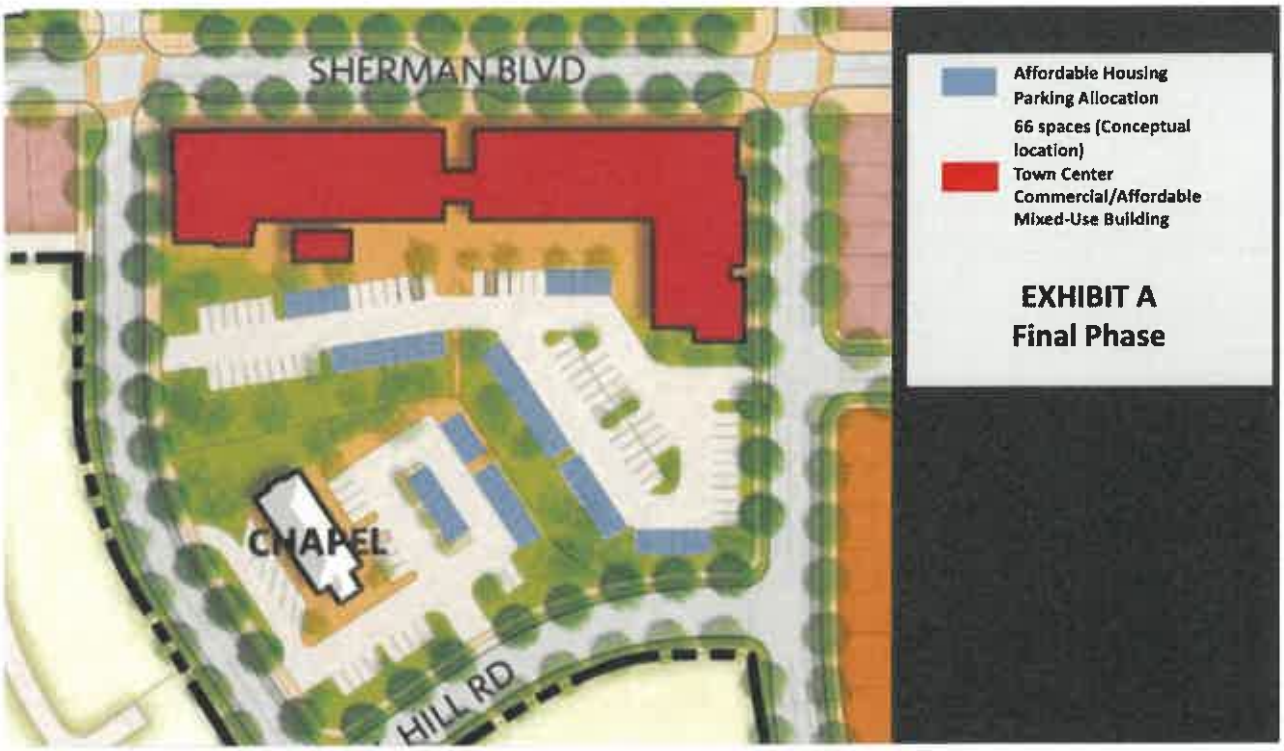
By: _____
Glenn Church, Chair
Monterey County Board of Supervisors

Approved as to Form and Legality

Signed by:
By: Michael Whilden
Michael Whilden
Deputy County Counsel Attorney for the Successor Agency to the Redevelopment Agency of the County of Monterey

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# EXHIBIT A
# PHASE THREE PROJECT
# (INCLUDES TOWN CENTER ON GROUND FLOOR AND PHASE 3 RENTAL AFFORDABLE HOUSING ON ALL FLOORS ABOVE GROUND FLOOR)



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# EXHIBIT B
# REGULATORY AGREEMENT

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901
Attn: Housing Program Manager

No fee for recording pursuant to
Government Code Section 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**REGULATORY AGREEMENT AND**
**DECLARATION OF RESTRICTIVE COVENANTS**
(East Garrison)

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# REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
(East Garrison)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated June 26, 2024, and is between UCP EAST GARRISON, LLC, a Delaware limited liability company ("Developer" under the DDA) and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("CHISPA").

## RECITALS

A. Defined Terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. Developer has acquired a leasehold interest in the real property located in the City of Marina, County of Monterey, State of California, as more particularly described in Exhibit A (the "Property"). Developer intends to construct on the housing development (including one manager's unit) (the "Improvements"). The Improvements and the Property are referred to as the "Development".

The parties therefore agree as follows.

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## ARTICLE 1
## DEFINITIONS; EXHIBITS

1.1 Definitions.
The following terms have the following meanings:

(a) "Agreement" has the meaning set forth in the first paragraph of this Agreement.

(b) "Completion Date" means the date that all the following have occurred: (1) a final certificate of occupancy, or equivalent document is issued by the City to certify completion of the construction of the Development; .

(c) "Completion of Construction" means the date the construction of the Development is completed as evidenced by the issuance of a certificate of occupancy or equivalent document issued by the, to certify completion of the construction of the Development.

(d) "Development" has the meaning set forth in Paragraph B of the Recitals.

(e) "HUD" means the United States Department of Housing and Urban Development.

(f) "Low-Income Household" means a household with an eighty percent (80%) income level as published by TCAC, or if TCAC does not publish such levels, a household with an Adjusted Income that does not exceed eighty percent (80%) of Area Median Income...

(g) "Low Income Rent" means the maximum rent published by TCAC for an eighty percent (80%) income level household in Monterey County for the applicable bedroom size.

(h) "Low-Income Units" means the which, pursuant to Section 2.1 below, are required to be occupied by Low-Income Households.

(i) "Management Agent" has the meaning set forth in Section 5.2.

(j) "Property" has the meaning set forth in Paragraph B of the Recitals.

(k) "Rent" means the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Partnership which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, which may include as applicable, garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Partnership, and paid by the Tenant.

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(l) "Service Provider" has the meaning set forth in Section 5.6.

(m) "TCAC" means the California Tax Credit Allocation Committee.

(n) "Tenant" means the tenant household that occupies a Unit in the Development.

(o) "Tenant Services" has the meaning set forth in Section 5.6.

(p) "Term" means the term of this Agreement which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, expires on the date fifty-five (55) years from the Completion Date.

(q) "Unit(s)" means one (1) or more of the units in the Development.

(r) "Very Low-Income Household" means a household with a fifty percent (50%) income level as published by TCAC, or if TCAC does not publish such levels, a household with an Adjusted Income that does not exceed fifty percent (50%) of Area Median Income.

(s) "Very Low-Income Rent" means the maximum rent published by TCAC for a fifty percent (50%) income level household in Monterey County for the applicable bedroom size

(t) "Very Low-Income Units" means the Inclusionary Housing Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low-Income Households.

1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Certificate of Continuing Program Compliance
Exhibit C: Form of Certification of Tenant Eligibility

## ARTICLE 2
## AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Very Low-Income Units. During the Term, Developer shall , and ensure that these Units are occupied or, if vacant, available for occupancy, by Very Low-Income Households. The Very Low-Income Units shall be considered

(b) Low-Income Units. During the Term, Developer shall and ensure that these Units are occupied or, if vacant, available for occupancy, by Low-Income Households. The Low-Income Units shall be considered

(c) Intermingling of Units. The are to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and

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enjoyment of all common facilities in the Development.

(d) Disabled Persons Occupancy. Developer shall cause the Development to be operated at all times in compliance with the provisions of: (1) the Unruh Act; (2) the California Fair Employment and Housing Act; (3) Section 504 of the Rehabilitation Act of 1973; (4) the United States Fair Housing Act, as amended; and (5) the Americans with Disabilities Act of 1990, which relate to disabled persons' access. Developer shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments, and liens arising out of Developer's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection will survive expiration of the Term or other termination of this Agreement and remain in full force and effect.

2.2 Allowable Rent.

(a) Very Low-Income Rent. Subject to the provisions of Section 2.3 below, the Rent paid by Tenants of Very Low-Income Units may not exceed the Very Low Income Rent for the applicable bedroom size.

(b) Low-Income Rent. Subject to the provisions of Section 2.3 below, the Rent paid by Tenants of Low-Income Units may not exceed the Low Income Rent for the applicable bedroom size.

(c) No Additional Fees. Developer may not charge any fee, other than Rent, to any Tenant of the Units for any housing or other services provided by Developer.

2.3 Rent Increases, Increased Income of Tenants.

(a) Rent Increases. The proposed initial Rents and subsequent Rents for all Units shall be provided to the Developer by the County prior to initial or subsequent occupancy and prior to a rent increase.

(b) Increased income above Very Low but below Low-Income Limit. Subject to Subsection (a) above, if, upon the annual certification of the income of a Tenant of a Inclusionary Housing Unit, Developer determines that the income of a Very Low-Income Household has increased above the qualifying limit for a Very Low-Income Household, but not above the qualifying income for a Low-Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent shall be the Low-Income Rent. Developer shall then rent the next available Unit to a Very Low-Income Household, as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2 or re-designate another comparable Unit in the Development with a Very Low-Income Household, to comply with the requirements of Section 2.1 above. Upon renting the next available Unit in accordance with Section 2.1 or re-designating another Unit in the Development as a Inclusionary Housing Unit, the Unit with the over-income Tenant will no longer be considered a Inclusionary Housing Unit.

(c) Non-Qualifying Household. If, upon the annual certification of the income a

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Tenant of a Low Income Unit, the Partnership determines that a Tenant's income exceeds that of a Low Income Household, such Tenant shall be permitted to continue to occupy the Unit and such Tenant's Rent may be increased to one-twelfth of thirty percent (30%) of the household's actual income, adjusted for Assumed Household Size, upon thirty (30) days written notice to the Tenant, subject to any other regulatory restrictions that would prohibit such rent increase.

(d) Termination of Occupancy. Upon termination of occupancy of a Inclusionary Housing Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such Unit is reoccupied or another Unit is re-designated as a Inclusionary Housing Unit, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.4 Units Available to the Disabled. Developer shall construct the Development in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations. In compliance with Section 504 of the Rehabilitation Act, a minimum of five (5) units in the Development shall be constructed to be readily accessible and usable by households with a mobility impaired member and a minimum of two (2) units shall be constructed and to be readily accessible and usable by households with a hearing or visually impaired member. Not less than thirty (30) days from the Completion Date, Developer shall deliver to the County the certification required pursuant to Section 3.8(g) of the Loan Agreement.

2.5 Income and Rent Calculations.

If TCAC no longer publishes the income and rent information that this Agreement contemplates that TCAC will publish, the Authority will provide the Partnership with other income and rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC, as applicable.

## ARTICLE 3
## INCOME CERTIFICATION AND REPORTING

3.1 Income Certification.

(a) Developer shall obtain, complete, and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Inclusionary Housing Units (excluding the Manager's Unit). Developer shall make a good faith effort to verify the accuracy of the income provided by all applicants or all members of the occupying household, as the case may be, in the income certification. To verify the information Developer shall take two or more of the following steps: (1) obtain pay stubs for the most recent two months; (2) obtain an income tax return for the most recent tax year; (3) conduct a credit agency or similar search; (4) obtain an income verification form from the applicant's current employer verifying employment for the last two months; (5) obtain an income verification form

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from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, verifying assistance for the last two months; or (6) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification acceptable to the County.

(b) Developer shall also complete and/or have the Tenants of the Inclusionary Housing Units complete and sign the "Income Computation and Certification" and the "Owner's Certification of Household Income" both of which are attached hereto as Exhibit D, or any other form approved by the County, and/or any other forms related to Tenants' income provided to Developer by the County or that provide income information that is sufficient to determine an applicant's income as required by this Section. Copies of Tenant income certifications shall be made available to the County upon request.

(a)The County approves use of the tenant income certification forms required by State of California Department of Housing and Community Development in place of the forms attached as Exhibit D.

(b) Reporting Requirements. Commencing upon completion of the Improvements, Developer shall submit to the County: (a) not later than the ninetieth (90th) day after the close of each calendar year, or such other later date as may be requested by the County, a signed copy of the Certification of Program Compliance in the form attached as Exhibit C; and (b) within fifteen (15) days after receipt of a written request, and any other information or completed forms requested by the County in order to comply with reporting requirements of the State of California, and the County.

3.2 Additional Information. Developer shall provide any additional information reasonably requested by the County.

3.3 Records. Developer shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the County to inspect records, including records pertaining to income and household size of Tenants and Rent charged to such Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (a) separate and identifiable from any other business of Developer; (b) maintained as required by the County, in a reasonable condition for proper audit; and (c) subject to examination during business hours by representatives of the County. Developer shall retain copies of all materials obtained or produced with respect to occupancy of the units for a period of at least five (5) years. The County may audit, examine, and make copies of all books, records or other documents of Developer that pertain to the Development.

3.4 Inclusionary Housing Requirements. All records maintained by Developer pursuant to Sections 3.3 above are to be: (a) maintained in compliance with all applicable State HCD records and accounting requirements; and (b) open to and available for inspection and copying by HCD and its authorized representatives at reasonable intervals during normal business hours; provided however, records pertaining to Tenant income verifications, Rents, and Development physical inspections must be kept for the most recent five (5) year period and are subject to HCD inspection for five (5) years after expiration of the Inclusionary Housing Term.

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3.5 On-Site Inspection.

(a) The County may perform, or cause to be performed, an on-site inspection of the Development (including Units, subject to the rights of Tenants) at least one (1) time per year upon twenty-four (24) hours' written notice during normal business hours to monitor compliance with this Agreement. Subject to the rights of tenants, Developer shall cooperate in making the Property available for such inspection.

(b) After the completion of an inspection the County shall deliver a copy of the inspection report to the Developer. If the County determines because of such inspection that there are any life-threatening health and safety related deficiencies, Developer has the obligation to correct such deficiencies immediately. If the County determines as a result of the inspection that there are any deficiencies for any of the inspectable items in the Development (other than those identified in the preceding sentence), the Developer shall correct such deficiencies within fifteen (15) days from the delivery of the inspection report or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Developer must begin to correct the deficiency within fifteen (15) days and complete its correction of the deficiency as soon as reasonably possible. In addition, the Developer acknowledges that the County may re-inspect the Development to verify all deficiencies have been corrected or rely on third party documentation submitted by the Developer for non-hazardous deficiencies.

## ARTICLE 4
## OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Developer shall operate the Development for residential use only and such ancillary uses permitted at the Development as approved by the County. No part of the Development may be operated as an emergency shelter (including shelter for disaster victims) or facilities including but not limited to nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, halfway houses, housing for students, or dormitories (including farmworker dormitories).

4.2 Compliance with Loan Documents and Inclusionary Housing Requirements. Developer's actions with respect to the Property shall at all times be in full conformity with: (a) all requirements of the Inclusionary Housing; (b) all requirements imposed on projects assisted with and the.

4.3 Taxes and Assessments. Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, that Developer may apply for a property tax exemption for the Property under any provision of law or contest in good faith, any such taxes, assessments, or charges. In the event Developer exercises its right to contest any tax, assessment, or charge against it, Developer, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and

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interest.

4.4 Property Tax Exemption. Developer shall not apply for a property tax exemption for the Property under any provision of law, except California Revenue and Taxation Section 214(g), without the prior written consent of the County.

## ARTICLE 5
## PROPERTY MANAGEMENT, MAINTENANCE AND TENANT SERVICES

5.1 Management Responsibilities. Developer is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Developer shall retain a professional property management company approved by the County in its reasonable discretion to perform Developer's management duties hereunder. An on-site property manager is also required.

5.2 Management Agent. Developer shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County hereby approves of EAH, Inc. as the initial Management Agent for the Project. For any change in the Management Agent, Developer must submit for the County's approval the identity of the Management Agent and any proposed subsequent Management Agent. Developer must also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the County to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the County shall approve the proposed Management Agent by notifying Developer in writing. Unless the proposed Management Agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Developer shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent.

(a) If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any one of the material requirements and standards of this Agreement, the County shall first deliver the

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results of such review to the Developer and Management Agent, who shall have thirty (30) days to respond or to adopt such rules and implement such practices as are reasonably likely to cure the performance defaults alleged by the County. If the County remains dissatisfied with the response or proffered cure, it may at any time after the initial notice, deliver notice to Developer of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Developer of such written notice, County staff and Developer shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent. The Senior Lender (as defined in Section 1.1 of the Loan Agreement) will receive an opportunity to participate in all meetings required under this Section.

(b) If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Developer will promptly dismiss the then-current Management Agent, and must appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above, and subject to the rights of the Senior Lender.

(c) Any contract for the operation or management of the Development entered into by Developer must provide that the Management Agent may be dismissed, and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.7 below.

5.5 Approval of Management Policies. Developer must submit its written management policies with respect to the Development to the County for its review and must amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Tenant Services Provider.

(a) The Developer will be providing on-site services which Developer will make available to all Tenants in the Development (the "Tenant Services"). The Developer must submit to the County for approval the name and qualifications of any proposed services provider (the "Services Provider").

(b) The Services Provider must demonstrate the ability to effectively provide Tenant Services in residential facilities like the Development. The Developer must submit must additional information about the background, experience and financial condition of any proposed Services Provider as is reasonably necessary for the County to determine whether the proposed Services Provider meets the standards for a qualified Services Provider of developments of this type.

(c) If the proposed Services Provider meets the standard for a qualified Services Provider set forth above, the County shall approve the proposed Services Provider by notifying Developer in writing. Unless the proposed Services Provider is disapproved in writing by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

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5.7 Property Maintenance.

(a) Developer must maintain, for the entire Term of this Agreement, all interior and exterior Improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, and in a decent, safe, sanitary condition and in good repair in accordance with local health, building and housing codes.

(b) The County places prime importance on quality maintenance to protect its investment and to ensure that all County funded affordable housing projects within the County are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Development will be acceptable to the County assuming Developer agrees to provide all necessary improvements to assure the Development is maintained in good condition. Developer shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

(c) If Developer breaches any of the covenants contained in this section and such default continues for a period of seven (7) days after written notice from the County with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the County with respect to landscaping and building improvements; then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default, or if a period longer than seven (7) and thirty (30) days is reasonably necessary to correct the deficiency, respectively, then the Developer shall begin to correct the deficiency within seven (7) and thirty (30) days, respectively, and correct the deficiency as soon as reasonably possible. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount shall be promptly paid by Developer to the County upon demand.

5.8 Crime Prevention Program. During the Term of this Agreement Developer agrees to participate in the Monterey County Sheriff's Department's Crime Free Multi-Housing program or similar program administered by the City (the "Crime Prevention Program"). The County's periodic review of the management of the Development pursuant to Section 5.3 will include an evaluation of Developer's participation in the Crime Prevention Program.

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## ARTICLE 6
## MISCELLANEOUS

6.1 Lease Provisions.

(a) In leasing the Units within the Development, Developer shall use a form of written lease approved by the County. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (A) provide any information required under this Agreement or reasonably requested by Developer to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Agreement; or (B) qualify as a Very Low-Income Household or Low-Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Developer, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Developer and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3(a) above.

(3) include a provision which requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 2.4 and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available, and another Tenant or prospective Tenant needs an accessible Unit.

6.2 Lease Termination. Any termination of a lease or refusal to renew a lease for a Unit within the Development must be preceded by not less than sixty (60) days written notice to the Tenant by Developer specifying the grounds for the action.

6.3 Nondiscrimination.

(a) All the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Except as provided in subsection (b) below, Developer may not give preference to any class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Agreement [or to homeless or chronically homeless veterans in accordance with the requirements of the HCD funding]. Developer herein covenants by and for Developer, assigns, and all persons claiming under or through Developer, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, or disability, age, or military and veteran status, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor will Developer or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. Developer shall comply with Executive Orders 11246, 11375, 11625,

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12138, 12431, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

(b) Developer shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Developer may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Developer apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.4 Covenants to Run with the Land. The County and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.5 Enforcement by the County. If Developer fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the County has notified Developer in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, the County may enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

6.6 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.7 Recording and Filing. The County and Developer shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Monterey.

6.8 Governing Law. This Agreement is governed by the laws of the State of California.

6.9 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of

this Agreement extends to or affects any other provision of this Agreement and may not be deemed to do so.

6.10 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Monterey.

6.11 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Developer: UCP East Garrison, LLC
6700 Koll Center Parkway, Suite 210
Pleasanton , CA 94566
Phone: (925) 300-6658
Email: nick.arenson@centurycommunities.com

With a copy to: Century Communities
4695 MacArthur Court, Suite 300
Newport Beach, CA 92660
Attention: Holly Traube Cordova, Esq.
Phone: (661) 487-6080
Email: holly.cordova@centurycommunities.com

CHISPA: CHISPA inc.
295 Main Street, Suite 100.
Salinas, CA 93901
Attention: Director of Real Estate Development
Phone: (831) 757-6251 ext 141
Email: _dcleary@chispahousing.org

With a copy to: County of Monterey
Housing & Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901
Attn: Housing Program Manager

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

6.13 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

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6.14 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

**Signatures Appear on Following Page**

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WHEREAS, this Agreement has been entered into by the undersigned as of the Effective Date.

**DEVELOPER**

UCP East Garrison, LLC, a Delaware limited liability company

By: UCP East Garrison, LLC, a Delaware limited liability company, its sole member

By: _____
Daniel Turpin
Division Manager

**CHISPA**

Community Housing Improvement Systems and Planning Association, Inc.

By: California nonprofit public benefit corporation

By: _____
Name:
Title:

Date: _____

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
)
COUNTY OF _____ )

On _____, before me, _____, Notary Public, personally appeared _____, 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.

_____
Name: _____
Name: Notary Public

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
)
COUNTY OF _____ )

On _____, before me, _____, Notary Public, personally appeared _____, 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.

_____
Name: _____
Name: Notary Public

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# EXHIBIT A

## LEGAL DESCRIPTION

The land referred to is situated in the County of Monterey, City of Marina, State of California, and is described as follows:

The properties are located south of the intersection of Reservation Road and East Garrison Drive, Marina, California, East Garrison Specific Plan area, Fort Ord Planning Area.

APN 031-164-116-000

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# EXHIBIT B

## CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The following information with respect to East Garrison Phase Three Affordable Housing Development (the "Development"), is being provided by _____ (the "Owner") and the Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("CHISPA"), pursuant to that certain Inclusionary Housing Agreement dated as of _____, and the Regulatory Agreement dated as of _____, with respect to the Development:

(A) The total number of residential units which are completed and available for occupancy is _____.

The total number of such units occupied is _____.

(B) The following residential units which are included in (B) above, have been designated as County-Assisted Units since _____, 20___, the date on which the last "Certificate of Continuing Program Compliance" was filed with the County by _____;

| Unit Number | Previous Designation of Unit (if any) | Replacing Unit Number |
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If a floating unit was substituted, please attach any information on unit substitutions and filling of vacancies to evidence maintenance of required unit mix and income targeting.)

(C) The following residential units are considered to be occupied by Very Low-Income Households and Low-Income Households based on the information set forth below:

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| Number of Unit | Date of Unit No. | Name of Tenant | Persons Residing in Unit | Total Adjusted Gross Income | Initial Occupancy | Monthly Rental Amount |
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*Attach a Separate Sheet if Necessary*

(D) In renting the residential units in the Development, Owner has not given preference to any particular group or class of persons not allowed under the Regulatory Agreement (except for persons who qualify as qualified Very Low-Income Households or Low-Income Households). All of the residential units in the Development have been rented pursuant to a written lease, and the term of each lease is at least 12 months. A copy of the form lease is attached.

(E) Property owners and managers have participated in the Monterey County Sheriff-Coroner Department's Crime Free Multi-Housing Unit Program, wherein specialized training and other resources are provided to multi-family property owners and managers to reduce the potential for onsite criminal activity. Completion of the Department's four (4) training phases, a Final Certification (Phase V) has been achieved and is being maintained by the owner/representative and/or regional/-onsite property manager.

(F) Each building in the Development and all Units in the Development are suitable for occupancy and comply with all applicable State and local health, safety and other applicable codes, ordinances, and requirements and the ongoing property standards, as specified in Section of the 5.7 of the Regulatory Agreement.

(G) The information provided in this "Certificate of Continuing Program Compliance" is accurate and complete, and no matters have come to the attention of Owner which would indicate that any of the information provided herein, or in any "Certification of Tenant Eligibility" obtained from the tenants named herein, is inaccurate or incomplete in any respect.

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IN WITNESS WHEREOF, I have hereunto affixed my signature, on behalf of Owner, on this _day of _____, 20___.

**OWNER:**

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# EXHIBIT C

## FORM OF CERTIFICATION OF TENANT ELIGIBILITY

I, the Undersigned, certify that I have read and answered fully, and truthfully each of the following questions for all persons in the household who are to occupy a room in this house for which application is made.

| Occupant's Name | Social Security # | Age | Place of Employment | Annual Income |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| | | | **TOTAL:** | |

The total anticipated annual household income* for the twelve (12) month period beginning this date (the sum of the final column): $ _____.

Signed: _____ Date: _____
Head of Household

* The anticipated annual Income as determined by Attachment A.

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## Owner's Certification of Household Income

Household Name _____

I certify, as Owner/Management Agent for _____ that I have verified this Household's Income by using the following:

1. Tax returns _____
2. Place of employment verification _____
3. Pay stubs _____
4. Notarized statement from lessee _____
5. Other (please describe) _____

_____
Owner/Management Agent

_____
Date

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# EXHIBIT C

# PURCHASE AGREEMENT

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# DRAFT

## AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS

(PHASE THREE RENTAL AFFORDABLE HOUSING DEVELOPMENT)

This AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS (the "Agreement") is made and entered into as of _____, 2024 (the "Effective Date"), by and between UCP East Garrison, LLC, a Delaware limited liability company ("Seller") and Community Housing Improvement Systems and Planning Association, Inc., a California nonprofit public benefit corporation ("Buyer"), (collectively, the "Parties").

## RECITALS

A. Seller is the current master developer of a project consisting of housing and other related uses located on an approximately 244 acre area in the unincorporated part of the County known as "East Garrison", which was conveyed by the Redevelopment Agency of the County of Monterey to East Garrison Partners I, LLC, a California limited liability company ("EGP") for development in accordance with that certain Disposition and Development Agreement by and between the Agency and EGP, dated as of October 4, 2005 (the "DDA"), a Memorandum of which was recorded in the Official Records of the Monterey County Recorder ("Official Records") on May 16, 2006 under Recorder's Series number 2006044222, and that certain Development Agreement by and between the County and EGP, dated as of October 4, 2005, and recorded in the Official Records on May 16, 2006 as Document No. 2006044223 (the "DA").

B. The Redevelopment Agency of the County of Monterey has been succeeded by the Successor Agency to the Redevelopment Agency of the County of Monterey (the "Agency").

C. Seller acquired all of the rights, title interest and development rights to East Garrison, including the DDA, from EGP pursuant to a foreclosure process as evidenced in that certain Trustee's Deed Upon Sale ("Trustee's Deed") recorded September 9, 2009, in the Official Records under Recorder's Series Number 2009-057220. The DDA was subsequently assigned to and assumed by Seller by that certain Implementation Agreement by and between the County and Seller dated June 28, 2011, which was amended and restated in that certain Amended and Restated Implementation Agreement dated August 30, 2016 (the "Seller Implementation Agreement").

D. East Garrison is part of the former Fort Ord Army Base and was conveyed by the U.S. Army (the "Army") by quitclaim deed (the "Army Deed") to the Fort Ord Reuse Authority ("FORA") which conveyed East Garrison property by quitclaim deed (the "FORA Deed") to the Agency, which conveyed East Garrison property by quitclaim deed to EGP (the "Agency Deed"), subject to certain easements, use and development restrictions imposed by the Agency under the DDA and subject to certain easements, rights, conditions, disclosures, warranties and restrictions in the Army Deed and the FORA Deed, including a Finding of Suitability to Transfer ("FOST") adopted by the Army and appended to the Army Deed. Seller obtained title to East Garrison pursuant to the Trustee's Deed.

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E. In connection with Seller's Development of East Garrison, the Agency desired to ensure that certain affordable housing requirements are met in accordance with, among other things, the Redevelopment Plan for the Fort Ord Redevelopment Project (the "Redevelopment Plan"), the East Garrison Specific Plan and related development entitlements approved by the County on October 4, 2005 (collectively, the "Specific Plan"), and the DDA and the DA, both of which were assigned to Seller. Accordingly, Seller desires to ensure the development of at least 66 residential rental units affordable to Very Low and Low Income Households (the "Rental Affordable Housing Project") within East Garrison.

F. In furtherance of the desire to ensure the Rental Affordable Housing Project, EGP and Buyer entered into that certain Memorandum of Agreement for the Phase Three Rental Affordable Housing Development at East Garrison, County of Monterey, CA dated January 16, 2007 (the "MOA"), in which the parties thereto designated a parcel within the Phase Three of East Garrison for Buyer to construct the Rental Affordable Housing Project.

G. After execution of the MOA, the County and Seller determined that it is infeasible to develop Phase Three as intended. Consequently, the County and Seller have been in in discussions regarding revising the East Garrison Specific Plan and other Development Approvals (as defined in the DDA) (collectively, the "Revised Phase Three Entitlements").

H. Among other things the Revised Phase Three Entitlements includes changes to the Rental Affordable Housing Project. In particular, subject to the County's and Agency's approval, rather than the Rental Affordable Housing Project being a stand-alone apartment complex on the parcel designated in the MOA, it is now intended to be developed on the Phase 3 land more particularly described on Exhibit A attached hereto (the "Project"), as follows:

1. The Project is to be developed as a mixed use condominium development of no more than five (5) condominium units, comprised of two (2) mixed use buildings (collectively, the "Buildings"), and an associated parking lot and common areas.
2. The ground floor of the Buildings are to be comprised of up to four (4) non-residential condominium units, and designated for non-residential use and owned by Seller or its successors and assigns (such condominium units, together with a pro rata percentage of undivided interest in all related common elements, is hereinafter referred to as the "Ground Floor").
3. All floors above the Ground Floor within the Buildings are to be a single residential condominium unit, to be owned and operated by Buyer and operated as the Rental Affordable Housing Project with 66 residential rental units that are affordable to Very Low and Low Income Households (such condominium unit, together with a pro rata percentage of undivided interest in all related common elements, is hereinafter referred to as the "Property").
4. The elevator and other portions of the Property that exclusively serve the Rental Affordable Housing Project are to be included in the Rental Affordable Housing Project condominium unit, regardless of whether they are located in the ground floor of the Buildings.
5. The parking lot is to be designated as a common element for the Project and will have some parking spaces designated for exclusive use for the residents of the

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Rental Affordable Housing Project, and other parking spaces designated for the owners, tenants and invitees of the Ground Floor. A parking study is currently being prepared, and the parties will work together in good faith on agreeing on designation of the exclusive and shared parking spaces based on the parking study.

6. An owner's association is to be formed to manage the Project and maintain the common elements of the Project (the "Owners Association").

I. In accordance with the requirements of the DDA pertaining to the Rental Affordable Housing Project, Seller and Buyer with the approval of the Agency, will enter into an Assignment and Assumption Agreement consistent with the form set forth in Exhibit E (all, collectively, the "Rental Affordable Requirements").

J. The East Garrison Specific Plan provides a formula for the amount of potable water that the Property is entitled to annually. Seller and Buyer acknowledge that the allotment under the Specific Plan (15.18 acre feet of potable water annually) is adequate for the Rental Affordable Housing Project, and Buyer will use commercially reasonable efforts, which will include but are not limited to using low flow fixtures, toilets, etc., not to exceed such allotment.

K. Seller and Buyer desire for Buyer to acquire the Property, manage design and construction of the entire Project (including the Rental Affordable Housing Project, Ground Floor and all common elements), and operate the Rental Affordable Housing Project in accordance with the terms and conditions contained in this Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. PURCHASE AND SALE.

1.1 Agreement to Buy and Sell.

1.1.1 Subject to the terms and conditions set forth herein, Seller agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the Property.

1.1.2 As used herein, the term "Property" shall include the Property and all of Seller's right, title and interest in and to all entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, development rights and privileges appurtenant thereto. The Property does not include any deposits, fee credits, or reimbursements identified in that certain Memorandum of Agreement dated January 12, 2010 between Seller and FORA.

1.2 Purchase Price. The purchase price for the Property shall be One Dollar ($1.00) (the "Purchase Price").

2. PROPERTY REPORTS.

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Without representation or warranty of any kind, on or before the Effective Date, Buyer has received copies of documents that to Seller's actual knowledge relate to the Property and are in Seller's actual possession and control as listed in Exhibit B attached hereto (the "Property Reports"). Seller represents and warrants that to Seller's Knowledge (as defined below), the Property Reports provided are true and complete copies of the Property Reports. Wherever the phrase "Knowledge," "known to Seller," or "Seller's Knowledge" or any similar phrase stating or implying a limitation on the basis of knowledge appears in the Agreement, such phrase shall mean the actual knowledge of Daniel Turpin and Dean Mills, without any obligation of inquiry, it being understood by Buyer that Seller's knowledge shall not apply to, or be construed to include, (i) information or material which may be in the possession of Seller generally or incidentally, but of which Seller is not actually aware, or (ii) knowledge of any of the acts or omissions of predecessors in title to the Property or the management of the Property before Seller's acquisition of the Property. Notwithstanding the foregoing or anything to the contrary in this Agreement, Seller shall disclose to Buyer any material or significant acts or omissions of predecessors in title to the Property known to Seller that may affect the use or development of the Property for low income housing.

3. CONDITION OF TITLE.

3.1 Applicable Requirements. Conveyance of the Property at the Close of Escrow shall be, and Buyer shall accept the Property, subject to the following, each to the extent applicable to the Property, and each as maybe amended, modified, replaced and/or supplemented:

(a) the covenants, disclosures, conditions, rights and restrictions (including the right of reverter in favor of the County of Monterey) in the Quitclaim Deed from the Seller to Buyer, consistent with the form set forth in Exhibit C to this Agreement and approved by the Agency and Seller (the "Seller's Quitclaim Deed"), including, without limitation, the inclusion of or reference in Seller's Quitclaim Deed to those covenants, disclosures, conditions, rights and restrictions set forth in the Agency Deed (including use restrictions, rights of water, and rights of reverter as subordinated to approved lenders according to their terms), as referenced and incorporated into Seller's Quitclaim Deed to Buyer;

(b) the Assignment and Assumption Agreement to be entered into prior to or concurrently with this Agreement by and between the Seller, Buyer and Agency, consistent with the form set forth in Exhibit E and approved by the Agency and Seller; notwithstanding the foregoing, the parties shall submit the Assignment and Assumption Agreement to the Agency at least sixty (60) days before the Closing, in order to obtain Agency's approval thereof;

(c) the DA;

(d) the DDA;

(e) the Seller Implementation Agreement;

(f) the Redevelopment Plan;

(g) the Easement, Maintenance and Use Agreement (as defined in Section 5.7);

(h) the Revised Phase Three Entitlements; and

(i) all other covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, encumbrances, notices, matters and title conditions existing in connection with the Property at the Close of Escrow, shown in a preliminary title report for the

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Property (the "Title Report") that are approved by Buyer prior to Close of Escrow. All of the foregoing shall be referred to herein as the "Applicable Requirements."

4. ESCROW AND CLOSING.

4.1 Opening of Escrow. On or before three (3) business days after the Effective Date, Buyer shall open an escrow (the "Escrow") at First American Title Company ("Escrow Holder"), by depositing with Escrow Holder a copy of this fully executed Agreement, or executed counterparts hereof. As used in this Agreement, the "Close of Escrow" shall mean the date the Seller's Quitclaim Deed is recorded in the Office of the Recorder of the County (the "Official Records"), and "Closing Date" shall mean the date on which the Close of Escrow occurs. As referenced in Section 3.1(a), the Seller's Quitclaim Deed contains deed restrictions and covenants that, among other things, restrict the use of the Property for rental affordable housing purposes. The form of the deed restrictions and covenants contained in the Seller's Quitclaim Deed shall be subject to revision to the extent necessary to comply with any Applicable Requirements and/or any requirements of any governmental agency or authority.

4.2 Closing Date. The Close of Escrow shall occur within 180 days after Buyer obtains an award for Tax Credit Financing (as defined in Section 5.10), but no later than September 11, 2025 (the "Closing Date"). The Close of Escrow will occur on a date designated by Buyer upon at least ten (10) business days' written notice to Seller and Escrow Holder (the "Scheduled Closing Date").

4.3 Escrow Fees and Other Charges. At Close of Escrow, Buyer and Seller shall pay in accordance with County custom all costs of closing, as follows: (a) Seller shall pay the premium cost of the CLTA Title Policy (as defined in Section 5.1 below); (b) Seller and Buyer shall split all recording charges; (c) Seller and Buyer shall split Escrow Holder's fees; (d) Seller shall pay all County and City documentary and transfer taxes and fees; (e) property taxes and special assessments shall be prorated as of the Close of Escrow; and (f) other costs related to the transaction shall be split between Seller and Buyer.

4.4 Closing Deliveries. The Parties shall deposit the following with Escrow Holder prior to the Close of Escrow:

4.4.1 Seller's Deliveries. Seller shall deposit:

(a) Seller's share of closing costs and prorations;

(b) Seller's signed and acknowledged counterpart of the Quitclaim Deed;

(c) Seller's signed and acknowledged counterpart of the Construction Management Agreement (as defined in Section 5.4);

(d) Seller's signed and acknowledged counterpart of the CC&Rs (as defined in Section 5.6):

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(e) Seller's signed counterparts of the Owners Association Documents (as defined in Section 5.6);

(f) Seller's signed assignment and bill of sale in the form of Exhibit D-3 attached hereto (the "Assignment");

(g) Seller's, County's and Agency's signed and acknowledged counterparts of the Assignment and Assumption Agreement between Seller and Buyer and approved by the Agency under the DDA and the County under the DA (the "Assignment and Assumption Agreement");

(h) Buyer's signed and acknowledged counterpart of the Easement, Maintenance and Use Agreement (as defined in Section 5.7);

(i) a non-foreign certification satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in the form of Exhibit D-1 attached hereto (the "Non-Foreign Affidavit"); and

(j) a California state tax withholding certificate satisfying the requirements of California Revenue and Taxation Code Sections 18805(d) and 26131 in the form of Exhibit D-2 attached hereto (the "California Tax Certificate").

4.4.2 Buyer's Deliveries. Buyer shall deposit:

(a) the Purchase Price;

(b) Buyer's share of closing costs and prorations as provided in Section 4.3 above;

(c) Buyer's signed and acknowledged counterpart of the Quitclaim Deed;

(d) Buyer's signed and acknowledged counterpart of the Construction Management Agreement (as defined in Section 5.4);

(e) Buyer's signed and acknowledged counterpart of the CC&Rs (as defined in Section 5.6);

(f) Buyer's signed counterparts of the Owners Association Documents (as defined in Section 5.6);

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(g) Buyer's signed and acknowledged counterpart of the Easement, Maintenance and Use Agreement (as defined in Section 5.7); and

(h) Buyer's signed and acknowledged counterpart of the Assignment and Assumption Agreement.

4.4.3 Additional Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder, the County, the Agency, Buyer's lender, the other party, or otherwise required to proceed to the Close of Escrow and consummate the sale of the Property in accordance with the terms of this Agreement.

4.5 Closing.

4.5.1 Actions by Escrow Holder. On the Closing Date, provided each of the conditions to the Parties' obligations have been satisfied or waived, Escrow Holder shall undertake and perform the following acts in the following order:

(a) record the Assignment and Assumption Agreement in the Official Records;

(b) record the Seller's Quitclaim Deed in the Official Records;

(c) Record the CC&Rs in the Official Records;

(d) record the Easement, Maintenance and Use Agreement in the Official Records;

(e) pay any transfer and documentary taxes and fees;

(f) deliver to Seller the Purchase Price;

(g) deliver to Seller and Buyer conformed copies of all of the recorded documents and copies of all other signed documents;

(h) deliver to the Title Policy covering the Property.

4.5.2 Prorations. Real property taxes and assessments for the Property shall be prorated as of the Close of Escrow on the basis of the most recent tax information. Said prorations shall be based on a 30-day month.

4.6 Failure to Close; Termination.

4.6.1 Buyer's Default. If Buyer defaults or breaches any obligation under this agreement prior to the Close of Escrow and such default or breach is not cured by Buyer upon ten (10) days' notice, Seller's sole and exclusive remedy shall be to terminate this agreement, in which

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case Buyer will assign to Seller, in their as-is condition and without representation or warranty, all Project Plans (as defined in Section 5.3) prepared by or on behalf of Buyer for the Project.

4.6.2 Seller's Default. If the Close of Escrow does not occur on the Scheduled Closing Date (as may have been extended) due to a breach of this Agreement by Seller where such breach is not cured by Seller upon ten (10) days' notice, this Agreement shall not be terminated automatically, but only at Buyer's election, upon delivery to Escrow Holder and Seller of written notice of termination from Buyer if such breach is still uncured and outstanding on the date of such delivery, in which event Escrow Holder shall automatically return any sums deposited by Buyer and then held by Escrow Holder. If Buyer elects not to terminate this Agreement, then Buyer is entitled to specific performance; provided, however, Buyer must file an action for specific performance within sixty (60) days after the cure period has expired. Except as set forth herein, Buyer waives any and all other remedies for Seller's failure to perform, including, without limitation, special, punitive or exemplary damages and Buyer acknowledges that Seller shall in no event be liable therefor.

4.6.3 Cancellation Charges. If the failure to close is due to the default of one of the Parties, the defaulting party shall bear the sole and full liability for paying any escrow and title cancellation fees and charges.

5. ACTIONS PENDING CLOSING.

5.1 Title Policy. Buyer's obligation to proceed to the Close of Escrow shall be conditioned upon the commitment by Title Company to issue a CLTA Owner's Policy of Title Insurance (the "CLTA Policy") showing title to the Property vested in Buyer with liability equal to the Purchase Price, or such other amount as Buyer may request and is acceptable to the Title Company. Buyer may choose to obtain an ALTA Owners Extended Coverage Policy of Title Insurance (the "ALTA Policy") instead of a CLTA Policy, provided that Buyer will be responsible for the difference between the cost of the CLTA and ALTA Policy, and obtaining an ALTA policy will not be a condition of closing (the policy selected whether the CLTA Policy or the ALTA Policy is referred to herein as the "Title Policy"). In the event Buyer chooses an ALTA, Buyer will be responsible for any and all additional fees and costs associated with said policy, including but not limited to survey fees and expenses.

5.2 Access. From and after the Effective Date of this Agreement through the Close of Escrow, Buyer, its agents, employees and contractors shall have the right to enter the Project at reasonable times and upon reasonable prior notice for the purposes of conducting such investigations, inspections and tests of the Project as Buyer deems necessary in order to determine the condition and suitability of the Project. Buyer hereby agrees to indemnify, defend, protect and hold Seller harmless from and against any and all loss, expense, claim, damage and injury to person or property resulting from the acts or omissions of Buyer, its employees, consultants, engineers, agents and contractors on the Project in connection with and/or related to the performance of any investigation, inspection and/or test of the Project, provided that Buyer shall have no responsibility or liability for any act or omission of Seller or Seller's agents, employees or contractors and/or for any adverse condition or defect on or affecting the Project not caused by Buyer or its employees, agents, contractors, or, subcontractors but discovered or impacted during their inspections. Buyer

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shall obtain and maintain until Close of Escrow: (i) worker's compensation insurance as may be required by law and (ii) primary liability insurance providing coverage on an occurrence basis in the amount of at least $1 million insuring against any loss, damage, injury or liability in connection with any such entry and/or investigations, inspections and tests of the Property by Buyer and/or Buyer's Representatives. Such insurance shall name Seller as an additional insured, and otherwise shall be issued by an insurer and be in a form and with deductibles subject to Seller's reasonable prior approval. Prior to any such entry by Buyer or Buyer's Representatives, Buyer shall provide Seller with a certificate evidencing Buyer's liability insurance, and such certificate shall provide that such insurance shall not lapse or be cancelled, terminated, or modified without thirty (30) days' prior notice to Seller.

5.3 Project Plans. The parties agree that Buyer will be responsible for designing all site, engineering and architectural plans and related design documents for the Project, including the plans for the Ground floor in a cold shell condition, the Buildings, the parking lot and all related common areas (collectively, the "Project Plans"). Buyer will use commercially reasonable best efforts to obtain the approval of the Project Plans from the County, Agency and all applicable utility agencies and governmental agencies prior to the Closing. The Project Plans are subject to Seller's prior approval, which shall not be unreasonably withheld. Seller covenants to cooperate fully with, and upon Buyer's request, assist Buyer in the processing of any such items as relate to the Project including, without limitation, attending a reasonable number of meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials. The provisions of this Section shall survive the Close of Escrow.

5.4 Construction Management Agreement. The parties agree that, after the Closing, Buyer will manage construction of the Project. Buyer and Seller will work with each other in good faith to agree on and finalize a construction management agreement to be signed at the Closing, establishing Buyer's and Seller's obligations in connection with the construction of and payment for the Project (the "Construction Management Agreement"), which agreement shall be subject to the reasonable approval of Buyer's investor limited partner and lenders. Subject to the foregoing, the Construction Management Agreement will include the following terms:

5.4.1 Construction Management. Buyer will be responsible for managing the construction of the Project, and will provide periodic status updates to Seller; provided, however, Seller may take over such management pursuant to Seller's takeover rights in Section 5.6. The Project shall be developed and constructed in accordance with: (i) all Applicable Requirements and all Applicable Laws, and any requirements of any governmental authority or agency in connection with the foregoing and (ii) in accordance with the Project Plans approved by Seller and by any governmental authority or agency.

5.4.2 Construction Contract. Upon approval of the Project Plans, Buyer will provide to Seller any bids Seller obtains for review, and the parties will work together to select a bid. Upon selecting a bid, Buyer and Seller will work with each other and the contractor on finalizing a construction contract for constructing the Project that Buyer will enter into with the Contractor (the "Construction Contract"). The Construction Contract will name Seller as an additional insured and third party beneficiary of all rights, warranties and guaranties under the Construction Contract, and shall provide that the Construction Contract shall be automatically

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assigned to Seller if Seller exercises its takeover right (as described below). The Construction Contract is subject to Seller's prior written approval, which shall not be unreasonably withheld. To the extent feasible the Construction Contract will break out separately the cost and price of all portions of the work that (i) benefit the Ground Floor exclusively, (ii) benefit the Rental Affordable Housing Project exclusively, and (iii) benefit both the Ground Floor and Rental Affordable Housing Project. Notwithstanding anything herein to the contrary, for any portion of the Project is subject to prevailing wage under the Labor Code or any private court order applicable to East Garrison, Buyer will comply with all applicable prevailing wage requirements, rules, regulations, statutes and orders.

5.4.3 Budget. Upon approval of the Project Plans and receipt of the Project bids, the parties will work together to agree on a budget a budget and business plan for the Project on the Property detailing all estimated costs, expenses and fees associated with development and construction of the Project. Once approved by both parties, the Budget may not be materially amended, modified or supplemented at any time without each party's prior written approval which approval shall not be unreasonably withheld or delayed. In addition, Buyer will not authorize any change orders to the Contract that increase any Budget line item for any work on the First Floor or in the Common Areas by more than $5,000, or the total Budget by more than $25,000 without Seller's prior approval; however, Seller's approval is not required for any change orders that only impact the Rental Affordable Housing Project.

5.4.4 Cost Allocation. Buyer will pay all costs of work that benefits the Rental Affordable Housing Project exclusively, and Seller will pay all costs of work that benefits the Ground Floor exclusively. The parties will split the cost of all work that benefits both the Ground Floor and Rental Affordable Housing Project on a pro rata basis, calculated based on the square footage of the Ground Floor and Rental Affordable Housing Project.

5.4.5 Payment of Costs. Buyer shall have the right no more frequently than monthly, to deliver to Seller invoices from all contractors and other vendors performing work for the Project (each, a **"Vendor"**), or other reasonable evidence of all Project construction costs for the prior month (the "**Monthly Costs**"), together with a calculation of the portion payable by Seller pursuant to Section 5.4.4. Seller shall have five (5) business days after receipt of Buyer's Monthly Costs calculation to notify Buyer of any disputed items within the Monthly Costs, together with unconditional lien waivers for such Monthly Costs. Thereafter, Seller and Buyer will meet and confer to attempt to resolve any dispute. If, despite good faith efforts, the parties are unable to reach agreement on the Monthly Costs, then they will submit the dispute to a mutually agreed-upon licensed, professional engineer having experience in mixed use construction in Monterey County (the **"Engineer"**), whose decision shall be binding. Within fourteen (14) days after verification of the Monthly Costs in accordance with this Section 5.4.5, Seller will reimburse to Buyer the portion of the Monthly Costs for which Seller is responsible in accordance with Section 5.4.4.

5.5 Buyer's Insurance; Indemnification. For so long as Buyer is constructing the Project: (i) Buyer shall at its own cost obtain and maintain or cause to be obtained and maintained, in such form and content as required by Seller in consultation with Buyer, comprehensive general liability, course of construction and builder's risk, and completed

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operations insurance, naming Seller and its members as Additional Insureds; and (ii) Buyer shall defend, indemnify and hold harmless Seller from any claims or liability arising out of the construction or development of Project, except to the extent arising from any acts or omissions of Seller.

5.6 Seller's Takeover Right. If, after the Closing, Buyer either (a) fails to satisfy any obligation by the deadline in the chart below, or ceases work on the Project for sixty (60) or more continuous days, subject to extension as a result of any Enforced Delay (as defined in Section 604 of the DDA), then Seller shall have the right, in its sole discretion, but subject to any rights of Buyer's investor limited partner or lenders set forth in the Construction Management Agreement, to assume control of construction and complete the Project, in which case Buyer will from time to time (but no more frequently than monthly) reimburse Buyer's portion of the actual costs in performing such work within thirty (30) days after Seller delivers Buyer reasonable evidence of such costs. In the event Seller assumes control of construction, Seller and Buyer will work together in good faith on a contract to reflect that Seller will step in as general contractor on the Project, which contract shall be subject to the reasonable approval of Buyer's investor limited partner and lenders. This takeover right will in no event have senior priority over Buyer's financing; provided, however, Seller agrees to work in good faith with Buyer and Buyer's lenders to enter into an intercreditor agreement with terms acceptable to Seller in its sole discretion. In the event of any conflict between the terms of this Section 5.6 and the terms of the Construction Management Agreement, the terms of the Construction Management Agreement shall control.

| OBLIGATION | DEADLINE |
|---|---|
| COMMENCE PROJECT CONSTRUCTION | |
| COMPLETE PROJECT CONSTRUCTION | |

5.7 Condo Map. Prior to the Closing, Seller will use commercially reasonable best efforts to process the County's approval and recordation of a condominium map for the Property that establishes (i) the Rental Affordable Housing Project as one condominium unit comprised of at least 66 residential rental units, (ii) the Ground Floor as up to four non-residential condominium units (the "Condo Map"). Seller will not cause the Condo Map to be recorded without Buyer's prior approval of the Condo Map, which shall not be unreasonably withheld. Buyer will cooperate fully with, and upon Seller's request, assist Seller in the processing approval and recordation of the Condo Map.

5.8 CC&Rs and Owners Association. Buyer and Seller agree to cooperate in forming the Owners Association in order to manage the Project and maintain the common elements of the Project upon completion. Therefore, prior to the Closing, Seller will prepare draft (i) conditions, covenants and restrictions for the Project (the "CC&Rs"), and (ii) articles of incorporation and bylaws for the Owners Association (the "Association Documents"), each of which shall be subject to the reasonable approval of Buyer and its investor limited partner and lenders. Buyer and Seller will work with each other and Buyer's investor limited partner and lenders in good faith to agree on and finalize the CC&Rs and Association Documents, to be signed on or prior to the Closing.

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5.9 Easement, Maintenance and Use Agreement for Access. Seller covenants to enter into an easement, maintenance, and use agreement ("Easement, Maintenance and Use Agreement") to allow Buyer access to and use of certain private roads and storm drain basins to be constructed, owned, and maintained by Seller (the "Street Improvements"), which Street Improvements may be transferred to a master association or homeowners association to be created by Seller. The Easement, Maintenance and Use Agreement will be subject to the reasonable approval of Buyer and its investor limited partner and lenders and will record on the earlier of (i) the transfer of the Street Improvements from Seller to the homeowners association and (ii) the Closing. Seller covenants to grant such easements to Buyer such that the total cost to Buyer for use, maintenance, and repair of the easement property does not exceed the Buyer's projected proportionate use of such property, assuming Seller fully develops its property as planned, and does not exceed the amount feasible given Buyer's budget and financing. Seller agrees that the total cost to Buyer for such easement may be paid in one lump sum capitalized payment of $_____. Seller covenants not to reserve and/or impose any additional covenants, easements, CC&R's, homeowners' associations, assessment or special tax districts, rights, and rights-of-way, other than those existing on or in connection with the Property as of the Effective Date, on, over, under, across and/or through the Property without Buyer's prior written consent. Seller represents and warrants that Buyer shall not be a member of any master association, homeowners' association, or the like, created by Seller, including, but not limited to the association described in Condition of Approval No. 133.

5.10 Financing Budget. From and after the Effective Date of this Agreement through the Close of Escrow, Buyer shall process for closing all actions necessary or appropriate for the financing of the Property acquisition and Buyer's pro rata portion of the development and construction costs for the Project (the "Rental Affordable Housing Financing"), including, without limitation, securing the following: (a) Multi Family Housing Program ("MHP") from the State Department of Housing and Community Development ("HCD") and/or financing from Federal Home Loan Bank, (b) an allocation from the California Debt Limit Allocation Committee for tax exempt bonds and from the California Tax Credit Allocation Committee for the 4% low income housing tax credits ("Tax Credit Financing"), (c) a commitment from the County for Tax Increment Financing Funds ("TIF Funds"), (d) any required equity contributions or additional financing to resolve any deficit in the Rental Affordable Housing Financing, (e) all construction contracts for completion of East Garrison, and (f) all required regulatory agreements from all applicable governmental agencies.] The Rental Affordable Housing Financing shall be in an amount that is sufficient to fund all of Buyer's costs, expenses and fees covered by the Budget. Buyer shall consult regularly with Seller in Buyer's processing for closing of all such financing, and shall provide copies of such financing documents (and any drafts thereof) on Seller's written request. Such documents shall be approved by Seller, the County and the Agency in their reasonable discretion for compliance with the Applicable Requirements as a condition to Close of Escrow. Notwithstanding anything herein to the contrary, if Buyer fails to satisfy any of the following obligations by the stated deadline, the Seller shall have the right to terminate this Agreement, in which case Buyer will assign to Seller, in their as-is condition and without representation or warranty, all Project Plans (as defined in Section 5.3) prepared by or on behalf of Buyer for the Project:

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| OBLIGATIONS | START | FINISH |
|---|---|---|
| URBAN DESIGN PRE-APPLICATION DESIGN | | |
| HCD APP PREPARATION | | |
| HCD SUBMITTAL | | |
| HCD AWARD | | |
| BOND APPLICATION | | |
| LOW INCOME TAX CREDIT APP | | |

In the event any obligation in this Section is not satisfied due to reason not controlled by Buyer, then Buyer shall follow the HCD schedule as posted on HCD's website for the following year.

5.10.1 Updates. Buyer agrees to send Seller monthly updates, no later than the first of each month, detailing (a) Buyer's progress and status on all financing applications, and (b) any changes to financing requirements, application deadlines and funding dates. In addition, Buyer will notify Seller at least 45 days before the Tax Credit financing application is due and deliver by email a copy of the Tax Credit financing application concurrently with its submittal to the California Tax Credit Allocation Committee.

6. CONDITIONS TO PURCHASE AND SALE.

6.1 Buyer's Conditions. The following conditions (the "Buyer's Conditions") are conditions precedent to Buyer's obligation to purchase the Property:

(a) The representations and warranties contained in Section 7.1 shall be true and correct as of the Close of Escrow, without any material adverse change, except for any material adverse change of which Seller has notified Buyer and Buyer has accepted in writing.

(b) Seller shall have performed those obligations under this Agreement to be performed on or before Close of Escrow.

(c) The Title Company shall be committed to issue the Title Policy.

(d) Buyer and Seller shall have obtained all consents, approvals, authorizations and exemptions required to be obtained by it in order to consummate the transactions contemplated herein and as specified in the Seller Implementation Agreement.

(e) No order or injunction restraining or preventing the transactions contemplated by this Agreement or the development of the Property shall be in effect, and no action, suit or proceeding challenging the transactions contemplated by this Agreement or adversely affecting the development of the Property, including, but not limited to eminent domain proceedings, shall be pending before any court of government agency or be overtly threatened by any governmental agency.

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(f) The Rental Affordable Housing Financing shall have been obtained or irrevocably committed in accordance with the Budget.

(g) All necessary governmental, electoral and/or other approvals required to be obtained prior to commencement of construction shall have been obtained for the allocation to Buyer of the tax credits in connection with the Rental Affordable Housing Project.

(h) Buyer and Seller shall have reached agreement on all terms and conditions of the Construction Contract, to be signed at the Closing.

(i) Buyer and Seller shall have reached agreement on all terms and conditions of the Construction Management Agreement, to be signed at the Closing.

(j) Buyer and Seller shall have reached agreement on all terms and conditions of the CC&Rs, to be signed and recorded at the Closing.

(k) Buyer and Seller shall have reached agreement on all terms and conditions of the Owners Association Documents, to be signed at the Closing.

(l) Buyer and Seller shall have reached agreement on all terms and conditions of the Easement, Maintenance and Use Agreement, to be signed and recorded at the Closing.

(m) The Project Plans shall have been finally approved by all required governmental entities and all necessary permits for the construction of the Rental Affordable Housing Project shall be ready for issuance, subject only to payment of required fees.

(n) The County and Agency shall have approved the Revised Phase Three Entitlements.

(o) The Condo Map shall have recorded, such that the Property is a separate legal unit that can be conveyed to Buyer separate from the remainder of the Project.

Buyer's Conditions are for the benefit of and may be waived by Buyer. If any Buyer's Condition is not satisfied on the Scheduled Closing Date, then Buyer shall have the right, in its sole discretion, to terminate this Agreement, in which event neither party shall have any further obligations under this Agreement except (i) Buyer will assign to Seller, in their as-is condition and without representation or warranty, all Project Plans prepared by or on behalf of Buyer for the Project, and (ii) any post-termination covenants or obligations that expressly survive the Close of Escrow or the termination of this Agreement shall still apply.

6.2 Seller's Conditions. The following conditions (the "Seller's Conditions") are conditions precedent to Seller's obligation to sell the Property:

(a) The representations and warranties contained in Section 7.2 shall be true and correct as of the Close of Escrow, without any material adverse change, except for any material adverse change of which Buyer has notified Seller and Seller has accepted in writing.

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(b) Buyer shall have performed those obligations under this Agreement to be performed on or before Close of Escrow.

(c) Buyer and Seller shall have obtained all consents, approvals, authorizations and exemptions required to be obtained by it in order to consummate the transactions contemplated by the Seller Implementation Agreement.

(d) No order or injunction restraining or preventing the transactions contemplated by this Agreement shall be in effect, and no action, suit or proceeding challenging the transactions contemplated by this Agreement shall be pending before any court or government agency or be overtly threatened by any government agency.

(e) The Rental Affordable Housing Financing shall have been obtained or irrevocably committed in the amount specified in the Budget.

(f) All necessary governmental, electoral and/or other approvals required to be obtained prior to commencement of construction shall have been obtained for the allocation to Buyer of the tax credits in connection with the Rental Affordable Housing Project.

(p) (g) Buyer and Seller shall have reached agreement on all terms and conditions of the Construction Contract, to be signed at the Closing.

(q) Buyer and Seller shall have reached agreement on all terms and conditions of the Construction Management Agreement, to be signed at the Closing.

(r) Buyer and Seller shall have reached agreement on all terms and conditions of the CC&Rs, to be signed and recorded at the Closing.

(s) Buyer and Seller shall have reached agreement on all terms and conditions of the Owners Association Documents, to be signed at the Closing.

(t) Buyer and Seller shall have reached agreement on all terms and conditions of the Easement, Maintenance and Use Agreement, to be signed and recorded at the Closing.

(i) The Project Plans shall have been finally approved by all required governmental entities and all necessary permits for the construction of the Rental Affordable Housing Project shall be ready for issuance, subject only to payment of required fees.

(j) The County and Agency shall have approved the Revised Phase Three Entitlements.

(k) The Condo Map shall have recorded, such that the Property is a separate legal unit that can be conveyed to Buyer separate from the remainder of the Project.

Seller's Conditions are for the benefit of and may be waived by Seller. If any Seller's

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Condition is not satisfied on the Scheduled Closing Date, then Seller shall have the right, in its sole discretion, to terminate this Agreement, in which event neither party shall have any further obligations under this Agreement except (i) Buyer will assign to Seller, in their as-is condition and without representation or warranty, all Project Plans prepared by or on behalf of Buyer for the Project, and (ii) any post-termination covenants or obligations that expressly survive the Close of Escrow or the termination of this Agreement shall still apply.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS.

7.1 Seller's Representations and Warranties. Except as disclosed to Buyer in the Property Reports and otherwise in writing, and except as contained in any document, record or report generally available to the public, Seller hereby represents, warrants and covenants to Buyer as follows, which representations, warranties and covenants shall be true, complete and correct as of the Effective Date and the Closing Date, and shall survive the Close of Escrow for a period of one (1) year:

(a) Seller is a Delaware limited liability company, duly organized and in good standing under the laws of the State of Delaware with full power and authority to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Agreement. Seller is the sole owner in fee simple of the Property and has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Except as set forth in a recent preliminary title report including the Property, and except as otherwise contemplated in this Agreement, Seller has not alienated, encumbered, transferred, leased, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall Seller do so prior to the Close of Escrow. The entering into and performance by Seller of the transactions contemplated by this Agreement will not violate or breach any agreement, covenant or obligation binding on Seller. This Agreement has been duly authorized and executed by Seller and the parties signing on behalf of Seller, and upon delivery to and execution by Buyer shall be a valid and binding agreement of Seller.

(b) Seller and any entity or person that owns or controls Seller are not bankrupt or insolvent under any applicable Federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute and have not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

(c) Seller is not entering into the transactions described in this Agreement with intent to defraud any creditor or to prefer the rights of one creditor over any other.

(d) Seller has not entered into any written unrecorded agreement, lease or contract that would be binding against the Property after the Close of Escrow.

(e) To Seller's Knowledge, Seller has disclosed all material written reports and documents in Seller's actual possession and control that pertain to the Property.

(f) To Seller's Knowledge, the Property nor its operation violates in any way

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any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local or private.

(g) There is no pending or threatened private or governmental litigation by any governmental authority or person against Seller relating to the Property that might, if it and all other pending and threatened litigation were adversely determined, result in a material adverse change in the Property or its operation or that challenges the validity of or otherwise materially adversely affects the transactions contemplated by this Agreement.

(h) Seller has no Knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller. Seller has no Knowledge that anyone will, at the Closing Date, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(i) Buyer is aware that, in connection with the Property's former use as the Fort Ord Army Base, the Property was subject to environmental conditions that were required to be remediated, as more particularly disclosed in the FORA Deed, Agency Deed and other documents within the Title Report. To Seller's Knowledge, all required remediation has been completed and approved by the applicable governmental authorities prior to the Effective Date. Except for the foregoing, to Seller's Knowledge, the Property is not in violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property, including but not limited to soil and groundwater conditions. To Seller's Knowledge, there are no environmental, health or safety hazards on, under, or about the Property, including but not limited to soil and groundwater conditions. Neither Seller nor to Seller's Knowledge has any third party (including but not limited to Seller's predecessors in title to the Property) used or installed any underground tank or used, generated, manufactured, treated, stored, placed, deposited, or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials ("Hazardous Materials"), which for purposes of this Agreement includes, but is not limited to, substances defined as "hazardous substances, hazardous materials, or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code §§9601, et seq.); the Hazardous Materials Transportation Act (49 United States Code §§1801, et seq.); the Resource Conservation and Recovery Act (42 United States Code §§6901, et seq.); the substances defined as "hazardous wastes" in California Health and Safety Code §25117 or as "hazardous substances" in California Health and Safety Code §25316; and the chemicals known to cause cancer or reproductive toxicity as published in the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health and Safety Code §25249.5, et seq.); and in the regulations adopted and publications promulgated under each of the aforesaid laws. Seller has no Knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Material.

7.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows, which representations and warranties shall be true, complete and correct as of the Effective Date and the Closing Date, and shall survive the Close of Escrow for a period of one (1) year:

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(a) Buyer has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement, and that this Agreement has been duly authorized and executed by Buyer and, upon delivery to and execution by Seller, shall be a valid and binding Agreement of Buyer. The entering into and performance by Buyer of the transactions contemplated by this Agreement will not violate or breach any agreements, covenant or obligation binding on Buyer.

(b) Buyer is a nonprofit corporation qualifying under Internal Revenue Code section 501(c)(3), the charitable mission of which is consistent with the acquisition, development and operation of affordable housing as set forth in its current Form 1023 filed with the Internal Revenue Service and its current Determination letter.

(c) Buyer is not bankrupt or insolvent under any applicable federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute relief under any applicable bankruptcy or creditor protection statute and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute.

(d) Buyer is a qualified nonprofit organization meeting the requirements of IRC Section 42(h)(5)(C).

(e) Buyer has not had any "negative points" (as such term is used in the Regulation of the California Tax Credit Allocation Committee or the Procedures of the California Debt Limit Allocation Committee) assessed against it.

(f) Buyer is not in default of any agreement with respect to any other property which has been awarded Tax Credits or tax exempt financing.

(g) There has not been an IRS Form 8611 filed with respect to any project in which Buyer's general partner has a direct or indirect interest.

7.3 Buyer's Covenants. In addition to all other covenants of Buyer contained in this Agreement, Buyer shall perform the following covenants:

(a) Financing. From and after the Effective Date of this Agreement, Buyer shall use all commercially reasonable efforts to obtain the commitment for the Rental Affordable Housing Financing in the amounts sufficient to acquire and construct the Project as specified in the Budget.

(b) Compliance. In connection with this Agreement, and the transactions and activities contemplated therein, including but not limited to the Buyer's development of the Rental Affordable Housing Project, Buyer shall fully comply with all Applicable Requirements and all Applicable Laws, and shall not, by any act or omission, cause Seller to fail to comply with any Applicable Requirements and Applicable Laws. "Applicable Laws" means all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders, and decrees.

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(c) Transfers. Prior to the Close of Escrow, Buyer shall not engage in any Transfer without the prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. As used in this Agreement, "Transfer" means (i) any transfer, sale, lease (other than tenant leases), option, encumbrance or other conveyance of all or any portion of the Property; (ii) any direct or indirect transfer, sale, encumbrance, assignment or other conveyance, whether in a single transaction or a series of transactions, of 25% or more, cumulatively, of the direct or indirect beneficial ownership interests in Buyer and/or any successor or assign of Buyer and/or (iii) the suspension or termination of Buyer's involvement in and/or ultimate decision-making authority for the Rental Affordable Housing Project. Any Transfer that does not comply with the requirements of this Section shall be null and void, and shall constitute an incurable default by Buyer under this Agreement. Notwithstanding the foregoing, Seller acknowledges and agrees that the Buyer may, without Seller's approval, either (i) after the Effective Date of this Agreement convey its rights under this Agreement, or (ii) after the Closing Date convey title to the Property, to any limited partnership in which Buyer (or any Affiliate of Buyer) is the general partner and in which one or more tax credit investors are limited partners. In addition, such investors may transfer their limited partnership interests to other investors as limited partners without Seller's consent or approval. Buyer or its Affiliate shall retain control over day to day management of the development of the Project; provided, however, that in the event of a material uncured default of the general partner pursuant to Buyer's limited partnership agreement, with the advanced written consent of Seller and Agency (not to be unreasonably withheld), such tax credit partners may replace Buyer as general partner and substitute a new general partner, provided that the replacement general partner (i) agrees to fully assume Buyer's obligations related to the Project as general partner of Buyer or otherwise, (ii) has sufficient experience in the development of mixed use projects containing rental affordable housing projects similar to the Project located on the Property; and (iii) is financially sound and solvent. For purposes of this Section 7.3(c), the term "Affiliate" shall mean any entity in which Buyer, directly or indirectly, owns fifty percent (50%) or more of the ownership interests or has control of such entity. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or activities of such Affiliate, whether through ownership of voting securities, by contract or otherwise.

(d) Rental Affordable Housing Project Breakdown. Buyer shall operate the Rental Affordable Housing Project as very low income units and low income units, in accordance with the DDA (the "Rental Affordable Housing Breakdown").

(e) Potable Water Allotment. The East Garrison Specific Plan provides a formula for the amount of potable water that the Property is entitled annually. The allotment under the Specific Plan for the Rental Affordable Housing Project is 15.18 acre feet of potable water annually. Should the Property's consumption exceed or be projected to exceed 15.18 acre feet in a given year, the Buyer will use all commercially reasonable efforts to reduce water consumption to less than 15.18 acre feet.

The provisions of this Section 7.3 shall survive the Close of Escrow.

7.4 Seller's Covenants. In addition to all other covenants of Seller contained in this Agreement, Seller shall perform the following covenants:

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(a) No Amendment or Agreements. On or after the Effective Date, Seller shall not (i) amend or waive any right under any of the agreements referenced in the Recitals of this Agreement or (ii) enter into any lease or other agreement of any type affecting the Property that would survive the Closing Date, without Buyer's prior written consent, which consent shall not be unreasonably withheld.

(b) Insurance. Through the Closing Date, Seller shall maintain or cause to be maintained in full force and effect comprehensive general liability casualty and other insurance on the Property.

(c) Maintenance and Operation. Seller, at its sole cost and expense, shall operate the Property in substantially the same manner as it has operated the Property prior to the Effective Date and shall maintain and keep the Property such that on the Closing Date the Property is in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted. Seller may not make any material alterations to the Property without Buyer's prior written consent.

(d) Mechanics' Liens. Except for materials, supplies or work provided or ordered for the Property at the request of or for the account of Buyer, on or before the Closing Date, Seller must (i) pay for all materials, supplies, and work provided or ordered for the Property for which a labor, materialman's, or mechanics' lien may be claimed under applicable law and (ii) if required by the Title Company, provide the Title Company with such indemnifications or security as it may require to insure title to the Property at the Closing without exception for any unrecorded labor, materialman's, or mechanics' claim of lien.

(e) No Marketing. Seller agrees not to market, show or list the Property to any other prospective buyer during the term of this Agreement.

(f) Notification. Seller shall promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

8. EAST GARRISON PROCESSING. From and after the Effective Date, Seller shall have the right to process all applications, plans, maps, agreements, documents, approvals and other instruments or entitlements necessary or appropriate in Seller's sole discretion in connection with all portions of East Garrison still owned by Seller other than the Property ("Seller's Remaining Property") so long as it does not restrict or limit Buyer's ability to develop Project (including the Rental Affordable Housing Project) as contemplated in this Agreement. Buyer shall cooperate fully with and, upon Seller's request, assist Seller in the processing of any such items including, without limitation, attending a reasonable number of meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials. The provisions of this Section shall survive the Close of Escrow.

9. AS-IS SALE. Buyer represents, warrants and covenants to Seller as of the Close of Escrow that Buyer independently has inspected the Property, or has had full opportunity to do

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so, and that Buyer has elected to go forward with the purchase of the Property based upon such examinations and inspections as Buyer has deemed appropriate to make. Buyer agrees that except as otherwise set forth in this Agreement, Buyer will accept the Property in its condition at Close of Escrow AS-IS, WHERE-IS and WITH ALL ITS FAULTS, including, without limitation, any faults and conditions specifically referenced in this Agreement. Buyer acknowledges and agrees that, except as otherwise set forth in this Agreement, has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, or past, present or future, concerning or with respect to the Property, including, without limitation, any of the following:

(a) the habitability, suitability or fitness for a particular purpose of the Property;

(b) the manner and quality of the Property;

(c) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology;

(d) compliance with any environmental protection, pollution, land use, or zoning laws, rules, regulations, orders or requirements, including, but not limited to, the Endangered Species Act;

(e) the presence or absence of hazardous or toxic materials or substances at, on, under, or adjacent to the Property;

(f) the fact that all or a portion of the Property may be located on or near an earthquake fault line or located in an Alquist-Priolo special study zone and the resulting damage of past and/or future earthquakes;

(g) the availability or provision of utilities or transportation to or for the Property except to the extent Seller is obligated to provide utilities in accordance with the Easement, Maintenance and Use Agreement;

(h) status of title (other than Seller's duty to convey fee simple title to Buyer at closing);

(i) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water;

(j) the value, profit potential, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof;

(k) the condition or use of the Property or compliance of the Property with any or all

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past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire, zoning or subdivision ordinances, codes or other similar laws,

(l) the existence or non-existence of underground storage tanks; or

(m) any other matter concerning or relating to the Property.

Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property, including, without limitation, the Property Reports, was obtained from a variety of sources and that neither Seller nor any of its agents, employees, representatives, consultants or contractors has made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information except as may otherwise be provided herein. Buyer acknowledges and agrees that (i) Seller has acquired the Property by foreclosure; (ii) Seller was not involved in the operation of the Property before Seller's acquisition of the Property; and (iii) Seller's Knowledge shall not apply to, or be construed to include, information or material which may be in the possession of Seller generally or incidentally, but of which Seller does not have Knowledge.

Except for the liability of Seller for (a) any default under this Agreement or any other agreement among the parties, (b) any fraudulent act or intentional misrepresentation by Seller, (c) breach of the representations and warranties contained herein, or (d) failure to comply with any post-closing covenant or obligation under this Agreement (collectively, the "**Excepted Matters**"), Buyer waives its right to recover from and fully and irrevocably releases Seller and Seller's past, present and future spouses, heirs, executors, administrators, representatives, predecessors-in-interest, successors-in-interest, assigns, lenders, agents, employees, attorneys, officers, directors, shareholders, affiliates, subsidiaries, parent corporations, sister companies, partners, members, managers, managers and co-venturers (collectively, the "**Released Parties**") from any and all claims (including without limitation damages, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever including attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that Buyer may now have or hereafter acquire against Seller or any of the Released Parties arising from or related to the Property, including, without limitation, the physical condition or status of the Property, the condition of title, any soils and(or) ground conditions, and/or Hazardous Substance(s).

Buyer specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Buyer and Seller hereby specifically acknowledge that (i) each has carefully reviewed this

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Section 9 and discussed its import with legal counsel, and (ii) that the provisions of this subsection are a material part of this Agreement without which Seller would not have entered into this Agreement with Purchaser, and (iii) this Release is given by Buyer to Seller for valuable consideration, the sufficiency of which is hereby acknowledged.

**Buyer** _____ **Seller**_____

10. 2081 PERMIT. On April 10, 2015, the California Department of Fish and Wildlife issued Incidental Take Permit No. 2081-2013-003-04 to Seller for take of California tiger salamander associated with the East Garrison Project, which permit was amended by Minor Amendment No. 1 issued : November 4, 2015 (collectively, the "**2081 Permit**"). All work within East Garrison must be performed in compliance with the 2081 Permit. Therefore, Seller hereby authorizes Buyer to operate under the 2081 Permit as an agent authorized to perform the work on Seller's behalf. Without limiting the indemnity in Section 10.2 of the Agreement, Buyer shall defend, indemnify and hold harmless Seller from any claims or liability for any violations or noncompliance with the 2081 Permit arising out of the construction or development of the Project.

11. CONDEMNATION. If, prior to the Close of Escrow, any portion of the Property is taken by any entity by condemnation or with the power of eminent domain, or if the access thereto is reduced or restricted thereby (or is the subject of a pending taking which has not yet been consummated), Seller shall immediately notify Buyer of such fact. In such event, each party shall have the right, in each party's sole discretion, to terminate this Agreement and the Escrow upon written notice to the other party and Escrow Holder not later than seven (7) days after receipt of Seller's notice thereof to Buyer. If this Agreement and the Escrow are so terminated, all documents and funds shall be returned by Escrow Holder to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for payment of escrow cancellation fees which shall be borne equally by Buyer and Seller.

12. BROKERS. Buyer and Seller each represents and warrants to the other that it has not engaged any real estate broker or finder in connection with this transaction. Seller agrees to indemnify, defend and hold Buyer harmless against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by Seller. Buyer agrees to indemnify, defend, and hold Seller harmless against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee which is payable or alleged to be payable to any broker or finder by or on the basis of any alleged acts by Buyer. The representations, warranties, indemnities and agreements contained in this Section 13 shall survive the Close of Escrow or earlier termination of this Agreement.

13. GENERAL PROVISIONS.

13.1 Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature

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pages may be detached and assembled to form a single original document. An electronic of a counterpart signature page shall be considered the equivalent of an ink original for all purposes.

13.2 Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. This Agreement may be modified only by a writing signed by both Parties. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

13.3 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

13.4 Choice of Law. This Agreement and each and every related document are to be governed by, and construed in accordance with the internal laws of the State of California.

13.5 Waiver of Covenants, Conditions or Remedies. The waiver by one party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. No provision of this Agreement shall be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other consistent remedies unless they are expressly excluded.

13.6 Time of the Essence. Time shall be of the essence as to all dates and times of performance, whether they are contained herein or contained in any escrow instructions to be executed pursuant to this Agreement.

13.7 Attorneys' Fees. If any party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of this Agreement, to the transactions contemplated hereby, or if any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party which obtains substantially the relief sought, whether by dismissal or award or judgment.

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13.8 Assignment; Successors and Assigns. Except as permitted in Section 7.3(c) hereof, Buyer shall not transfer, encumber, sell or assign whether by operation of law or otherwise ("Assign") all or any portion of this Agreement and/or its rights and obligations hereunder without the express prior written consent of Seller, which Seller may withhold in its sole and absolute discretion. Any Assignment that does not strictly comply with the requirements of this Section shall be null and void. Subject to the foregoing provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of successors and permitted assigns of the Parties to this Agreement.

13.9 Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes upon receipt on any work day before 5:00PM local time and on the next work day if received after 5:00PM or on other than a business day, including, without limitation, in the case of: (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; (iii) delivery by United States first-class certified or registered mail, postage prepaid; and (iv) transmittal by email, addressed as follows:

| | |
|---|---|
| If to Seller: | UCP East Garrison, LLC<br>6700 Koll Center Parkway, Suite 210<br>Pleasanton, CA 94566<br>Phone: (925) 300-6658<br>Email: dan.turpin@centurycommunities.com |
| With a copy to: | Century Communities<br>4695 MacArthur Court, Suite 300<br>Newport Beach, CA 92660<br>Attn: Holly Traube Cordova, Esq.<br>Phone: (661) 487-6080<br>Email: holly.cordova@centurycommunities.com |
| If to Buyer: | CHISPA, inc.<br>295 Main Street, Suite 100<br>Salinas, CA 93901<br>Attention: Director of Real Estate Development<br>Phone: (831) 757-6251 ext. 141<br>Email: dcleary@chispahousing.org |
| With a copy to: | Gubb & Barshay LLP<br>235 Montgomery Street, Suite 1110<br>San Francisco, CA 94104<br>Attention: Lauren Fechter<br>Phone: (415) 781-6600, ext. 5<br>Email: lfechter@gubbandbarshay.com |
| If to Escrow Holder: | First American Title Company<br>4750 Willow Road, Suite 275 |

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Pleasanton, CA 94588
Attention: Tammi Buna
Email: tbuna@firstam.com

In this section "work days" means days other than Saturdays, Sundays, and federal and state legal holidays. Either party may change its address by written notice to the other in the manner set forth above. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt.

13.10 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party is intended to or shall have any rights hereunder.

13.11 No Partnership. Nothing in this Agreement shall be construed as making Buyer and Seller joint venturers or partners.

13.12 Natural Hazard Disclosure Statement. Buyer shall receive from Seller a Natural Hazard Disclosure Statement pertaining to the Property (the "Disclosure Statement"). Buyer acknowledges that the Disclosure Statement is being delivered pursuant to the Natural Hazard Disclosure Act (California Government Code Sections 8589.3, 8589.4, and 51183.5, California Public Resources Code Sections 2621.9, 2694, and 4136, and California Civil Code Section 1102.6c(d), and any successor statutes or laws, as amended (the "Disclosure Act").

13.13 Assignment and Assumption Agreement; Quitclaim Deed. Nothing in this Agreement shall be deemed to waive, modify or otherwise excuse Buyer from compliance with the provisions of the Assignment and Assumption Agreement or the Quitclaim Deed, and the rights and remedies of the Agency and Seller under said documents. In the event of any conflict between the provisions in this Agreement and any provision in the Assignment and Assumption Agreement, the provision in the Assignment and Assumption Agreement shall prevail.

13.14 Terminology; Interpretation. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular. The Parties acknowledge that each party has reviewed or has had the opportunity to review with counsel this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The Parties further agree that no drafts of this Agreement or any amendments or exhibits hereto shall be used to interpret the meaning of this Agreement or any provision thereof, or the Parties' intent.

13.15 Calendar Days; Business Days. All time periods set forth herein in terms of "days" refer to calendar days, unless specifically otherwise provided; however, whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day. As used

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herein, "**business day**" means any day other than a Saturday, Sunday or federal or California State holiday

13.16 Jurisdiction and Venue. The Parties acknowledge and understand that the making of this Agreement is in Monterey County, California. Any suit, arbitration, mediation or other remedial process shall be filed and maintained in Monterey County, California.

13.17 Reliance on Authority of Person Signing Agreement. If a party is not a natural person, then no other party will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

13.18 Waiver of Jury Trial. To the fullest extent now or hereafter permitted by law, each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or any other instrument, document or agreement executed or delivered in connection herewith, or (ii) in any way connected with or related or incidental to the dealings of the Parties hereto or any of them with respect to this Agreement or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise. Each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury. Notwithstanding the foregoing to the contrary, if the jury trial waiver contained herein shall be held or deemed to be unenforceable, each Party expressly agrees to submit to judicial reference pursuant to California Code of Civil Procedure Sections 638 through 645.1 any claim, demand, action or cause of action arising hereunder for which a jury trial would otherwise be applicable or available. Pursuant to such judicial reference, the Parties agree to the appointment of a single referee and shall use their good faith efforts to agree on the selection of a referee. If the Parties are unable to agree on a single referee, a referee shall be appointed by the court under California Code of Civil Procedure Sections 638 and 640 to hear any disputes hereunder in lieu of any such jury trial. Each party acknowledges and agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon; provided, however, that any matters that would not otherwise be the subject of a jury trial will be unaffected by this waiver and the agreements contained herein. The Parties agree that the provisions contained herein have been fairly negotiated on an arms-length basis, with both sides agreeing to the same knowingly and being afforded the opportunity to have their respective legal counsel consent to the matters contained herein. Any party to this Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of the Parties hereto to the waiver of their right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver. The provisions of this section shall survive the closing or termination of this Agreement.

**(Signatures contained on following page)**

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# DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

| SELLER: | BUYER: |
|---|---|
| UCP EAST GARRISON, LLC, a Delaware limited liability company | COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation |
| By: UCP, LLC, a Delaware Limited Liability Company, its sole member | |
| By: _____<br>Daniel Turpin<br>Vice President | By: _____<br>Name:<br>Title: |

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# DRAFT

ACCEPTANCE BY ESCROW HOLDER

Escrow Holder hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Purchase and Sale of Real Property and Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____

FIRST AMERICAN TITLE COMPANY

By: _____
Name: _____
Title: _____

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EXHIBIT A

PROPERTY DESCRIPTION

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

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## EXHIBIT B

## LIST OF PROPERTY REPORTS

The Property Reports consist of the following:

1. Preliminary Title Report/Commitment;
2. Listing and Copies of Title Exceptions;
3. ALTA Survey/Endorsements;
4. Tentative Tract Maps with Conditions of Approval;
5. Final Recorded Tract Map;
6. Specific Plan/EIR;
7. Commission/Council Minutes of Approval;
8. Environmental Assessment Report as set forth in the Army's Track Zero Finding of Suitability to Transfer (FOST); and
9. Soils Assessment Report.
10. Summary of Proposed Changes to Phase 3 of East Garrison – January 2023
11. MOU
12. Improvement Plans
13. Draft Parking Study
14. DDA Water Study
15. EGSP Pattern Book

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EXHIBIT C

FORM OF QUITCLAIM DEED

**RECORDING**
**REQUESTED BY AND**
**WHEN RECORDED**
**MAIL TO:**

_____
_____
_____
Attn: _____

**APN:** _____

The Undersigned Grantor(s) Declare(s):
CITY TRANSFER TAX $
DOCUMENTARY TRANSFER TAX $_____
SURVEY MONUMENT FEE $

[ X ] computed on the consideration or full value of property conveyed, OR
[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[ X ] unincorporated area; [ ] City of Unincorporated Area, and

SURVEY MONUMENT FEE $_

## QUITCLAIM DEED

UCP EAST GARRISON, LLC, a Delaware limited liability company ("Grantor") hereby remises, releases and quitclaims to _____, a _____ ("Grantee"), all of Grantor's right, interest, title and claim to the real property situated in the County of Monterey, State of California, more particularly described in Exhibit A attached hereto (the "Property").

SUBJECT, however, to easements and encumbrances of record, the Redevelopment Plan for the Fort Ord Redevelopment Project Area adopted by Ordinance No. 4136 of the Board of Supervisors of the County of Monterey on February 19, 2002, hereinafter called the "Redevelopment Plan," which is incorporated and made a part of this Quitclaim Deed with the same force and effect as though set forth in full herein, and the Disposition and Development Agreement by and between the Redevelopment Agency of the County of Monterey ("Agency") and East Garrison Partners I, LLC, a California limited liability company ("EGP"), dated as of October 4, 2005, a Memorandum of which was recorded in the Official Records of the Monterey

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County Recorder ("Official Records") on May 16, 2006 under Recorder's Series number 2006044222, as implemented by and assigned to and assumed by Grantor by that certain Implementation Agreement by and between the Agency and Grantor dated June 28, 2011, a copy of which is on file with the Secretary of the Agency. Both the Disposition and Development Agreement and the June 28, 2011 Implementation Agreement are hereinafter referred to as the "DDA," which DDA is incorporated and made a part of this Quitclaim Deed with the same force and effect as though set forth in full herein, and the certain conditions, covenants and restrictions as follows:

Section 1. Mandatory Language in All Subsequent Deeds and Leases.

The Grantee covenants and agrees, for itself and its successors and assigns, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property and the Improvements thereon.

All deeds, leases or contracts made relative to the Property and the Improvements thereon or any part thereof shall contain or be subject to substantially the following non-discrimination clauses:

(a) In deeds: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through the lessee, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee, or any person claiming under or

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through the lessee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee, or any person claiming under or through the transferee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the land."

Section 2. Agency/County of Monterey Right of Reverter.

Subject to the terms of Sections 512 and 513 and Enforced Delays under 604 of the DDA, the Agency and/or the County of Monterey shall have the right to re-enter and take possession of the Property or any portion thereof from Grantee with all improvements thereon (the "Revested Parcel"), and revest in the Agency and/or the County of Monterey the estate previously conveyed to the Grantee ("Right of Reverter") if after conveyance to Grantee of title to the Property or such portion thereof and prior to the issuance of the Certificate of Completion therefore pursuant to Section 320 of the DDA, the Grantee shall, as to the Revested Parcel:

a. Fail to commence construction of approved improvements on the Property or such portion thereof within the time set forth in the Partial Assignment and Assumption Agreement by and between Grantor and Grantee of even date herewith (unless such failure results from an Enforced Delay under Section 604 of the DDA or was caused by the Grantor or County);

b. Once construction has been commenced, fail to diligently prosecute construction of the improvements through completion within the applicable time set forth in the Partial Assignment and Assumption Agreement by and between Grantor and Grantee of even date herewith, where such failure has not been cured within ninety (90) days after written notice thereof from the Agency and/or the County of Monterey (unless such failure results from an Enforced Delay under Section 604 of the DDA or was caused by the Grantor or County);

c. Abandon or substantially suspend construction of the improvements for a period of ninety (90) days after written notice of such abandonment or suspension from the Agency and/or the County of Monterey or, if such failure cannot be reasonably cured within such ninety (90) day period, failure to reasonably act to cure such failure in a timely manner (unless such abandonment or failure was caused by the Grantor or County or resulted from an Enforced Delay under Section 604 of the DDA);

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d. Without the prior written consent of Agency and/or the County of Monterey, directly or indirectly, voluntarily or involuntarily sell, assign, transfer, dispose of or further encumber or agree to sell, assign, transfer, dispose of or further encumber or suffer to exist any other lien against all or any portion of or any interest in the Property or portion thereof, except for any sale, transfer, disposition, assignment or encumbrance that is expressly permitted by the terms of the DDA; and

e. If any event under a. through d. above is caused by or is attributable to a successor, assignee or transferee of the Grantee under an Assignment and Assumption Agreement, and the Grantee shall fail, within ninety (90) days of written notice from the Agency and/or the County of Monterey to commence to enforce the Grantee's remedies under the Assignment and Assumption Agreement to cause such successor, assignee or transferee to cure the failure.

Prior to the Agency and/or the County of Monterey's exercising its Right of Reverter under this Section 2 or under Section 512 of the DDA, Agency and/or the County of Monterey shall provide written notice to Grantee of its intention to exercise its Right of Reverter and afford Grantee the ability to cure such default if a cure period is provided for herein.

Such Right of Reverter shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

1. any mortgage, deed of trust or other security instrument permitted by the DDA; or

2. any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments;

3. any rights or interests of bondholders or other parties under financing mechanisms adopted or approved by the County as part of the Development Approvals (as such term is defined in the DDA);

4. upon revesting in the Agency and/or the County of Monterey of title to the Revested Parcel as provided in this Section and in Section 512 of the DDA, the Agency and/or the County of Monterey shall use commercially reasonable efforts to resell the Revested Parcel as soon as possible, in a commercially reasonable manner, to a qualified and responsible party or parties (as determined by the Grantor with the concurrence of the Agency) who will assume the obligation of making or completing such improvements as are acceptable to the Agency and/or the County of Monterey in accordance with the uses specified for the Revested Parcel in the Redevelopment Plan and in a manner satisfactory to the Agency and/or the County of Monterey. If the resale of the Revested Parcel generates any proceeds, then the proceeds thereof shall be applied as follows:

(a) First, to reimburse the Agency and/or the County of Monterey on its own behalf or on behalf of the County or Agency for all costs and expenses reasonably incurred by the Agency and/or the County of Monterey, including but not limited to salaries of personnel

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and legal fees directly incurred in connection with the recapture, management, and resale of the Revested Parcel (but less any income derived by the Agency and/or the County of Monterey from any part of the Revested Parcel); all taxes and installments of assessments incurred and payable prior to resale, and water and sewer charges with respect to the Revested Parcel incurred and payable prior to sale; any payments made or required to be made to discharge any encumbrances or liens, except any FORA liens, existing on the Revested Parcel at the time of revesting of title in the Agency and/or the County of Monterey or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, its successors or transferees; expenditures made or obligations incurred which are necessary or required to preserve the value or protect the Revested Parcel or any part thereof; and any amounts otherwise owing the Agency and/or the County of Monterey by the Grantee and its successors or transferees.

(b) Second, to reimburse the Grantee, its successors or transferees, up to the amount equal to the sum of the following, as reasonably allocated by the Grantee to the Revested Parcel:

(1) pre-development and development costs paid or incurred by the Grantee for the Revested Parcel; plus

(2) all other costs pertaining to the acquisition or development of the Revested Parcel; plus

(3) payments made by the Grantee pursuant to financing mechanisms adopted or approved by the County or Agency as part of the Development Approvals, and the costs actually incurred by the Grantee for on-site labor and materials for the construction of the improvements existing or in process on the Revested Parcel or applicable portion thereof at the time of the reentry and repossession, exclusive of amounts financed.

Included with the above amounts shall be the fair market value of the improvements the Grantee has placed on the Revested Parcel, less any gains or income withdrawn or made by the Grantee from the Revested Parcel or the improvements thereon. Notwithstanding the foregoing, the amount calculated pursuant to this subsection (b) shall not exceed the fair market value of the Revested Parcel together with the improvements thereon as of the date of the default or failure which gave rise to the Agency and/or the County of Monterey's exercise of the Right of Reverter.

(c) Any balance remaining after such reimbursements shall be retained by the Agency and/or the County of Monterey as its property.

Section 3. Use and Maintenance.

The Grantee covenants and agrees for itself, its successors, its assigns, its transferees and every successor in interest that during construction and thereafter, the Grantee and its successors, transferees and assignees shall devote the Property and Phases thereof to the uses specified in the Redevelopment Plan, the Development Approvals and the DDA for the periods of time specified

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therein; *provided*, that in the event of any conflict between the foregoing, the Development Approvals shall govern and control.

In the event that there arises at any time prior to the expiration of the above covenants a condition in contravention of those standards, then the Grantor shall give written notice to the Grantee of the deficiency, and the Grantee shall commence to cure, correct or remedy such condition and shall complete such cure, correction or remedy with reasonable diligence.

Section 4. Prohibition Against Transfer of Property and Assignment of Agreement.

Subject to the provisions of Section 314 of the DDA, after conveyance of title and prior to the issuance of a Certificate of Completion for the Property or any Phase or portion thereof pursuant to Section 320 of the DDA, the Grantee shall not, except as expressly permitted by Section 107 of the DDA, sell, transfer, convey, assign or lease the whole or any part of the Property not covered by a Certification of Completion or the existing buildings or improvements thereon without the prior written approval of the Grantor or Agency which shall not be unreasonably withheld, conditioned or delayed. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion for the Property or any Phase or portion thereof for which a Certificate of Completion has been issued. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property, or prohibit or restrict the sale or leasing of any part or parts of a building or structure conditioned upon completion of said improvements as evidenced by a Certificate of Completion, or to restrict any acquisition financing or construction financing therefor.

In the absence of specific written agreement by the Grantor, no such transfer or assignment or approval by the Grantor shall be deemed to relieve the Grantee or any other party from any obligations under the DDA until completion of development as evidenced by the issuance of a Certificate of Completion for the Property or any Phase or portion thereof unless the Grantor has approved an Assignment and Assumption Agreement ("Assignment and Assumption Agreement") with respect to such transaction pursuant to Section 107 of the DDA.

Section 5. Intentionally Deleted.

Section 6. Enforcement.

Except as otherwise provided in the DDA (including, without limitation, Sections 312, 314 and 320), the covenants contained in this Quitclaim Deed shall remain in effect until the termination date of the Redevelopment Plan as such Redevelopment Plan may be amended pursuant to the provisions of Section 701 of the DDA. Under Section 1100.2 of the Redevelopment Plan, the Redevelopment Plan terminates 30 years from the date the County Auditor certifies to the Director of Finance, pursuant to Health and Safety Code Section 53492.9, as the date of the final day of the first fiscal year in which One Hundred Thousand Dollars ($100,000) or more of tax increment funds from the Redevelopment Project Area are or have been paid to the Grantor. The covenants against discrimination shall remain in effect in perpetuity. Further, environmental covenants or indemnifications by the Army and/or FORA for their grantees, transferees and

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successors and assigns shall also remain in place in perpetuity. The covenants established in this Quitclaim Deed shall, without regard to technical classification and designation, be binding for the benefit and in favor of the Grantor, its successors and assigns, the Grantee and any successor in interest to the Property or any Phase or portion thereof.

The Grantor and the Grantee are each deemed the beneficiary of the terms and provisions of this Quitclaim Deed and of the covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit the covenants running with the land have been provided. The covenants shall run in favor of the Grantor and the Grantee without regard to whether the Grantor or the Grantee has been, remains or is an owner of any land or interest therein in the Property or any Phase or portion thereof, any parcel or subparcel, or in the Redevelopment Project Area. The Grantee and the Grantor shall have the right, if the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled.

Section 6. Remedies of Agency.

If Grantee defaults on any of its material obligations under the DDA and Grantor does not timely cause Grantee to cure such defaults, the Redevelopment Agency of the County of Monterey may exercise any rights and remedies available to it as against Grantee under the DDA or otherwise.

Section 7. Capitalized Terms.

Capitalized terms used in this Quitclaim Deed, if not otherwise defined, shall have the meaning given to such terms in the DDA.

**(Signature contained on following page)**

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# DRAFT

Date: _____

UCP EAST GARRISON, LLC
A Delaware limited liability company

By: _____
Daniel Turpin
Division Manager

Acknowledged and Agreed to:

_____, a _____

By: _____ Dated: _____

Print Name: _____

Title: _____

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# DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ )

On _____, before me,

_____,
Dated Here insert Name and Title of Officer

personally appeared

_____,
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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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 of Notary Public

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# DRAFT

EXHIBIT D-1

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a California _____ ("Transferee"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), will not be required upon the transfer of certain real property to the Transferee by [Seller], a [status] ("Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder); and

2. The Transferor's U.S. employer or tax (social security) identification number is _____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Dated: _____, 2024

"TRANSFEROR"

[Seller]

By: _____
Daniel Turpin
Vice President

By: _____
Daniel Turpin
Vice President

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# DRAFT

EXHIBIT D-2

SELLER'S STATE TAX WITHHOLDING CERTIFICATE

To inform _____, a California _____ ("Transferee"), on behalf of [Seller], a [status] ("Transferor"), the undersigned hereby certifies that withholding of tax under Sections 18805 and 18662 of the California Revenue and Taxation Code (collectively, the "Act") will not be required by Transferor:

CHECK ALL APPLICABLE ITEMS:

☐ 1. Transferor is a resident of California. Transferor's last known address is _____.

☐ 2. Transferor is a corporation qualified to do business in California.

☐ 3. Transferor is a partnership as determined in accordance with Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code.

☐ 4. Transferor has received a homeowner's property tax exemption for the Property.

☐ 5. Transferor is a bank acting as trustee other than a trustee of a deed of trust.

If none of the above apply, the undersigned certifies that Transferor has filed Form 597-A with the California Franchise Tax Board ("FTB") for the purpose of obtaining a Certificate from the FTB that Transferor is not required to pay to the FTB the amount of tax otherwise required to be withheld and paid under the Act, or is required only to pay a reduced amount of such tax.

Transferor understands that this Certificate may be disclosed to the California Franchise Tax Board by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare, in my individual capacity, that I have authority to sign this document on behalf of Transferor.

Dated: _____, 2024

"TRANSFEROR"

[SELLER]

By: _____
Daniel Turpin
Vice President

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# DRAFT

EXHIBIT D-3

ASSIGNMENT AND BILL OF SALE

Reference is hereby made to (a) that certain property located in [City], [County] County, California and described in more detail on Exhibit A of that certain Agreement for Purchase and Sale of Real Property and Escrow Instructions ("Purchase Agreement") between Seller and Buyer (as such parties are defined below) dated as of [Month] 2024, (b) to the improvements located thereon and (c) to the rights, privileges and entitlements incident thereto (the "Property").

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [Seller], a [status] ("Seller"), does hereby give, grant, bargain, sell, transfer, assign, convey and deliver to [Buyer], a California _____ ("Buyer"), all of Seller's right title and interest in the Property, including, without limitation: (i) all entitlements, subdivision agreements and other agreements relating to the development of the Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims and any similar rights relating to and benefitting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and rights benefiting the Property; (v) all development rights benefiting the Property; and (vi) all rights, claims or awards benefiting the Property; excluding in any event all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property, which shall be and remain the property of Seller.

Except for the representations and warranties specifically set in the Purchase Agreement, Seller hereby disclaims any warranty, oral or written, concerning (a) the suitability of said Property for any activities and uses which Buyer may elect to conduct on the real property and/or in any improvements thereon, (b) the construction, physical condition or state of repair of said Property, (c) the compliance of the Property with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Buyer has fully inspected, evaluated and accepted said personal property on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis, and Buyer, by its acceptance of this Bill of Sale, expressly acknowledges that Seller makes no representation or warranty with respect to the Property, express or implied, or arising by operation of law, including, without limitation, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose. Nothing contained in this Bill of Sale amends any of the rights or obligations of any party under the Purchase Agreement. In the event of any conflict between the terms of this Bill of Sale and the Purchase Agreement, the terms of the Purchase Agreement will govern.

Seller hereby covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its nominees, successor and/or assigns, any new or confirmatory instruments and do and perform any other acts which Buyer, its nominees, successors and/or assigns, may reasonably request in order to fully transfer possession and control of, and protect the rights of Buyer, its nominees, successors and/or assigns in, all the assets of Seller intended to be transferred and assigned hereby.

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# DRAFT

"SELLER"

[Seller], a [status]

By: _____
Daniel Turpin
Vice President

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# DRAFT

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

**RECORDED AT THE REQUEST OF**
**AND WHEN RECORDED, RETURN TO:**

_____
_____
_____

---

## ASSIGNMENT AND ASSUMPTION AGREEMENT

**(PARCELS _____AND_____, PURSUANT TO DISPOSITION AND DEVELOPMENT AGREEMENT AND AGENCY DEED: EAST GARRISON PROJECT)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Agreement") is entered into as of _____, 20__ (the "Effective Date"), by and among UCP EAST GARRISON, LLC, a Delaware limited liability company, (herein "Master Developer") and COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation (herein "Assignee") and is consented to by the REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY ("Agency") and approved by the COUNTY OF MONTEREY ("County").

The Effective Date of this Agreement shall be the date of its recordation in the Official Records of the County of Monterey pursuant to Section 7 hereof.

## RECITALS

A. East Garrison Partners I, LLC, a California limited liability company ("EGP") entered into a Disposition and Development Agreement with the Agency dated as of October 4, 2005 (the "DDA"). A Memorandum of the DDA was recorded in the Official Records of the Monterey County Recorder on May 16, 2006, as Document No. 2006044222. The DDA sets forth rights, terms and conditions and requirements for the acquisition and development of certain real property described therein (the "Site") included within the Fort Ord Redevelopment Project Area. Pursuant to the DDA, the property, subject to this Agreement will be developed as part of a new mixed-use community with residential, commercial, office, research, public, cultural, recreation, park and open space land uses ("East Garrison"). Unless otherwise defined in this Agreement, capitalized terms shall have the same meanings as set forth in the DDA.

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B. EGP took title to the Site pursuant to that certain Quitclaim Deed, dated as of January 16, 2007, from the Agency to EGP, which Deed was recorded in the Official Records of the Monterey County Recorder on February 1, 2007, as Instrument No. 2007008907 (the

C. "Agency Deed"), setting forth certain disclosures, covenants, restrictions and requirements pertaining to the Assigned Parcel (as defined below), as well as the Remaining Site (as defined below).

D. Master Developer has acquired all of the rights, title and interest to the Site, including the Assigned Parcel (as defined below), and the development rights to East Garrison, including the DDA, from EGP pursuant to a foreclosure process as evidenced in that certain Trustee's Deed Upon Sale recorded September 9, 2009 in the Official Records under Recorder's Series Number 2009-057220. The DDA was subsequently assigned to and assumed by Master Developer by that certain First Implementation Agreement to Disposition and Development Agreement by and between the Agency and Master Developer dated June 28, 2011 ("Master Developer Implementation Agreement").

E. One of the obligations under the DDA is the provision of affordable rental housing in Phase Three of East Garrison (the "Phase Three Affordable Rental Housing"). This obligation is intended to be satisfied by the development of the Phase Three Affordable Rental Housing by Assignee. The DDA provides that the Master Developer would provide finished graded and infrastructure serviced pads to Assignee for construction of the Phase Three Affordable Rental Housing. As used hereafter, the term "DDA" shall mean the DDA as implemented by the Master Developer Implementation Agreement and the Affordable Housing Implementation Agreement.

F. Subject to Agency approval as provided in the DDA, the Master Developer desires to convey and assign to Assignee, its interests under the DDA as to that portion of the Site identified and described in Exhibit 1, attached hereto and incorporated herein by this reference (herein the "Assigned Parcel"). The remainder of the Site as described in the DDA shall be hereafter referred to as the "Remaining Site."

G. Assignee desires to be bound by and assume all of the Master Developer's obligations and other terms and conditions under the DDA and Agency Deed with respect to the Assigned Parcel.

H. Agency has determined that this Agreement satisfies the requirements of the DDA and Agency Deed with respect to the transfer of the Assigned Parcel.

I. In its approval of this Agreement, the County has determined that this Agreement also satisfies the requirements pertaining to the transfer and assignment of the Assigned Parcel under that certain Development Agreement (the "DA") between the Master Developer, as successor in interest to EGP, and the County, dated as of October 4, 2005, and recorded in the Official Records of the Monterey County Recorder on May 16, 2006, as Instrument No. 2006044223.

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## AGREEMENTS

NOW, THEREFORE, THE MASTER DEVELOPER AND ASSIGNEE HEREBY AGREE AS FOLLOWS:

1. **Transfer of Assigned Parcel. Subject to all of the terms and conditions of that certain Purchase and Sale Agreement and that certain Quitclaim Deed from Master Developer to Assignee of even date herewith (collectively, the "Transfer Documents"), Master Developer intends to transfer the Assigned Parcel to Assignee subject to the terms of the DDA and the Agency Deed applicable to the Assigned Parcel, and Assignee agrees to accept such transfer subject to the terms and conditions of the DDA and Agency Deed applicable to the Assigned Parcel, including but not limited to those provisions for performance in the development of the Assigned Parcel, restrictions on subsequent assignments, and rights and remedies in the event of default. Certain relevant provisions of the Transfer Documents are attached hereto as Exhibit 4 and incorporated herein by reference.**

2. **Assignment by Master Developer. Subject to the terms and conditions of this Agreement, as of the Effective Date (as determined under Section 7 hereof), Master Developer hereby assigns, transfers and grants to Assignee, and its successors and assigns, all of the Assigned Development Rights and Obligations, as such term is defined in Section 9 below. The Retained Development Rights and Obligations (as such term is defined in Section 9 of this Agreement) are hereby retained by the Master Developer and/or its other assignees and the Remaining Site.**

3. **Acceptance and Assumption by Assignee. Subject to the terms and conditions of this Agreement, as of the Effective Date, Assignee, for itself and its assignors and assigns, hereby accepts such assignment and assumes all of the Assigned Development Rights and Obligations. Except as expressly provided in this Agreement, Assignee agrees, expressly for the benefit of the Agency, to comply with, perform and execute all the covenants and obligations of Master Developer under the DDA, the Master Developer Implementation Agreement and Agency Deed arising from or under the Assigned Development Rights and Obligations as relate solely and exclusively to the Assigned Parcel.**

4. **Effect of Assignment.**

5. Approval or acceptance of this Agreement by the Agency shall not be deemed to create any responsibility on the part of Assignee for the performance or satisfaction of the Retained Development Rights and Obligations and the Remaining Site, and Agency shall look solely to the Master Developer and/or its other assignees for the performance of such obligations, it being understood and agreed that the failure of the Master Developer and/or its assignees to timely perform all or any of such Retained Development Rights and Obligations shall not delay or prevent development of or the issuance of building permits or certificates of occupancy for the Assigned Parcel except to the extent such failure by the Master Developer and/or its assignees relates to satisfaction of conditions precedent under the DDA, if any, to the issuance of building permits, such as backbone infrastructure or services to serve the Assigned

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Parcel or the timely construction and completion of the Rental Affordable Housing as set forth herein. Subject to the foregoing, approval or acceptance of this Agreement by the Agency shall be deemed to relieve the Master Developer and/or its other assignees from any and all responsibility or liability to the Agency for the Assigned Parcel and the performance of the Assigned Development Rights and Obligations and Agency shall look solely to the Assignee for the performance of such obligations, subject to the rights (but not the obligations) of the Master Developer to enforce such obligations, pursuant to Section 12 of this Agreement, and subject to the Master Developer's obligations under the DDA to cause the development of the Rental Affordable Housing required on the Site. It is understood and agreed that the failure of Assignee for the performance of the Assigned Development Rights and Obligations shall not delay or prevent development of or the issuance of building permits or certificates of occupancy for the Remaining Site, except to the extent that such failure by the Assignee triggers a suspension of building permits for market rate housing units in the Remaining Site under Attachment No. 3 of the DDA. The Master Developer shall be fully released from the Assigned Development Rights and Obligations as of the date of the Certificate of Completion for the Rental Affordable Housing, in accordance with the DDA.

6. Without limiting the foregoing, Agency approval of this Agreement shall constitute Agency consent and agreement to the following:

7. Agency hereby acknowledges and agrees that a default under the DDA with respect to the Remaining Site by any third party (other than Assignee) or by any of their respective agents, employees or contractors, shall not constitute a default or breach of the DDA on the part of Assignee with respect to the Assigned Parcel; however, it is understood that a default by the Master Developer under certain circumstances set forth in the DDA and the Master Developer Implementation Agreement, as referenced in the first sentence of subsection (a) of this Section 5, could impact the issuance of building permits for the Assigned Parcel.

8. Agency is not aware of any breach or default by the Master Developer referred to above with respect to any portion of the Assigned Parcel or the Assigned Development Rights and Obligations hereby transferred to Assignee.

9. Pursuant to the DDA, Agency has approved the qualifications and financial capability of Assignee to carry out the development of the Assigned Parcel hereby transferred from Master Developer to Assignee.

10. Agency hereby acknowledges and agrees that a default under the DDA by Assignee with respect to the Assigned Parcel which is not caused by the Master Developer shall not constitute a default or breach of the DDA on the part of the Master Developer and/or its other assignees with respect to the Assigned Parcel or the Remaining Site; provided, however, that the Master Developer

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acknowledges that it has the responsibility under the DDA to cause the development of the Rental Affordable Housing on the Assigned Parcel.

11. The DDA with respect to the Assigned Parcel and the Assigned Development Rights and Obligations may not be amended by the Agency and Assignee in any way that may have a material effect on the Master Developer or its ownership or other interest in the Site or any part thereof, including rights and remedies with respect to the Assigned Parcel, without the Master Developer's express written consent so long as the Master Developer retains an ownership or other interest in the Site or any part thereof.

12. For the period that the Master Developer retains an interest in the Remaining Site or any part thereof under the DDA, the DDA with respect to the Remaining Site and with respect to the Master Developer's Retained Development Rights and Obligations, may be amended without Assignee's consent (but following prior written notice to Assignee; provided, however, the timely delivery of said notice shall not be a condition to the validity of any such amendment) so long as the amendment does not have a material effect on the Assignee or its ownership or other interest in the Assigned Parcel or any part thereof.

13. **Substitution of Assignee. Assignee hereby assumes, as applicable to the Assigned Parcel, all of the burdens and obligations of the Master Developer under the DDA and Agency Deed with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, and agrees to observe and fully perform all of the duties and obligations of the Master Developer under the DDA and Agency Deed as applicable to the Assigned Parcel with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, and to be subject to all of the terms and conditions thereof, with respect to the Assigned Parcel, it being the express intention of both the Master Developer and Assignee that, upon the Effective Date of this Agreement, Assignee shall, subject to the terms and conditions of this Agreement become substituted for the Master Developer as the "Developer" under the DDA and Agency Deed with respect to the Assigned Rights and Obligations, but not with respect to the Retained Development Rights and Obligations, as applicable to the Assigned Parcel.**

14. **Effective Date. The Effective Date of this Agreement shall be the date of its recordation in the Official Records of the Recorder of Monterey County. The Effective Date of this Agreement shall be entered in the introductory paragraph of this Agreement and this Agreement shall be recorded by the Parties immediately preceding conveyance or transfer of the Assigned Parcel to Assignee.**

15. **Assignee Representations and Warrants. Assignee warrants and represents to the Agency and Master Developer as a material inducement to its approval of the assignment hereunder, the Assignee has independently reviewed, analyzed, and understands the effect and conditions of the DDA, the Master Developer Implementation Agreement and Agency**

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**Deed, the County's approval of the East Garrison Specific Plan and other Development Approvals (as defined in the DDA) pertinent to the development of the Assigned Parcel. Assignee further warrants and represents to the Agency and the Master Developer that except as may be expressly set forth in Sections 9 and 10 below, it is not relying upon any representations on the part of the Agency, Master Developer or any of their officers, agents or employees as to the status or effect of such matters.**

16. **Assignment of Development Rights and Obligations Related to the Assigned Parcel. As used herein "Assigned Development Rights and Obligations" means all of Master Developer's rights, title and interest (hereinafter collectively "Rights") and obligations, duties, responsibilities, conditions and restrictions (hereinafter collectively "Obligations") under the DDA and Agency Deed to cause the vertical development of the Property for use as Rental Affordable Housing as set forth in Exhibit 2 hereto, but only to the extent those Rights or Obligations are applicable to Assignee and/or the Assigned Parcel. The Assigned Development Rights and Obligations are set forth or referenced in the following exhibits to this Agreement; which are incorporated herein by reference.**

Exhibit 1: Location and Legal Description of Assigned Parcel

Exhibit 2: Permitted Uses and Scope of Development for Assigned Parcel

Exhibit 3: Schedule of Performance for the Assigned Parcel

Exhibit 4: Provisions of DDA and Agency Deed Applicable to Assigned Parcel

Notwithstanding anything contained herein or in the DDA or Agency Deed to the contrary, in the event of any conflict between the Rights and Obligations set forth in the exhibits to this Agreement and the Rights and Obligations set forth in the DDA and/or the Agency Deed, the Rights and Obligations set forth in the exhibits to this Agreement shall control.

Any and all Rights and Obligations not expressly within the Assigned Development Rights and Obligations are hereby retained by the Master Developer and/or its other assignees and the Remaining Site ("Retained Development Rights and Obligations").

17. **Other Provisions.**

18. Commencement and Completion of Development: The Assignee shall commence and complete development within the time provided therefor in the Schedule of Performance attached hereto as Exhibit 3, subject to Enforced Delays under Section 604 of the DDA.

19. Uses; Scope of Development; Approval of Construction Plans: The Assignee shall use and develop the Assigned Parcel in accordance with the Permitted Uses and Scope of Development for Assigned Parcels attached hereto as Exhibit 2. The Assignee shall submit its construction plans to the County of Monterey for approval pursuant to the Development Approvals, which shall include the Pattern Book.

20. **Agency Approval of Assignment and Conditions of Approval. Subject to the terms and conditions of this Agreement, the Agency hereby approves and consents to (i) the assignment of the DDA and the Agency Deed, as to the Assigned Parcel, to Assignee, and**

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**(ii) the assignment of the Assigned Development Rights and Obligations to Assignee.**

21. **Remedies of Master Developer.**

22. Master Developer shall have the right to enforce the provisions of this Agreement and Assignee's obligations under the Assigned Development Rights and Obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee constituting an uncured material default under the provisions of this Agreement or the Assigned Development Rights and Obligations assumed by Assignee.

23. The remedies set forth in the DDA that are available to the Agency in the event of an uncured material default by the Master Developer shall also be available to the Agency and the Master Developer in the event of an uncured material default by the Assignee, including termination of the title of the Assignee in the Assigned Parcel in the first instance in favor of the Master Developer, and if the Master Developer fails to exercise its rights, in favor of the Agency.

24. **Remedies of Agency. Subject to the right of Master Developer to first exercise its rights under Section 12 above and relevant provisions of the DDA, Agency shall have the right under the DDA and the Agency Deed to enforce the provisions of this Agreement and the Assigned Development Rights and Obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee constituting an uncured material default under the provisions of this Agreement or the Assigned Development Rights and Obligations assumed by Assignee.**

25. **Master Developer Deed to Assignee. The deed from the Master Developer to the Assignee shall include, among other things, a condition subsequent to the effect that in the event of an uncured material default by the Assignee and the failure of the Master Developer to enforce the terms of the Assignment and Assumption Agreement or revert title in the Assigned Parcel to the Developer in the first instance, the Agency may declare a termination in favor of the Agency of the title and all of the rights and interests in the Assigned Parcel conveyed by the deed to the Assignee.**

26. **Successors and Assigns. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.**

27. **Amendments. Assignee acknowledges and agrees that Master Developer and Agency may amend the DDA from time to time without the consent of Assignee; provided that no amendment which would have a material effect on the Assignee or its ownership or other interest in the Assigned Parcel or any part thereof shall be effective without the express written consent of Assignee, except as otherwise permitted under the terms of the DDA existing prior to such amendment.**

28. **Vertical Development Insurance Requirements.**

Prior to the commencement of vertical construction on the Assigned Parcel, the Assignee shall furnish or cause to be furnished to the Agency and Master Developer duplicate originals or appropriate certificates of commercial general liability insurance, with an endorsement naming the Agency, the County and Master Developer as additional or co-insureds, in not less than the following amounts: $1 million single limit for each occurrence and $5 million general aggregate for all occurrences. The Assignee shall, upon request, also furnish or cause to be furnished to the Agency, the County and Master Developer evidence satisfactory to the Agency, the County and Master Developer that any contractor with whom it has contracted for the performance of work

on the Site carries workers' compensation insurance as required by law. All insurance policies maintained in satisfaction of this section shall contain a provision requiring the insurance carrier to provide thirty (30) days' prior written notice of any cancellation or termination to the Agency and Master Developer. The obligations set forth in this section shall remain in effect until completion of vertical development on the Assigned Parcel and may be satisfied by the insurance provided, with the same limits as set forth above, in a regulatory agreement approved by the Agency and entered into by the Assignee in connection with the development of the Assigned Parcel.

29. **General Provisions.**

30. Notices. Notices under this Agreement with respect to the Assigned Parcel shall be sent in the manner required by Section 601 of the DDA to Assignee as follows:

To: CHISPA, inc.
295 Main Street, Suite 100
Salinas, CA 93901
Attention: Director of Real Estate Development
Phone: (831) 757-6251 ext. 141
Email: dcleary@chispahousing.org

With a copy to:

Gubb & Barshay LLP
235 Montgomery Street, Suite 1110
San Francisco, CA 94104
Attention: Lauren Fechter
Phone: (415) 781-6600, ext. 5
Email: lfechter@gubbandbarshay.com

To: UCP East Garrison, LLC
6700 Koll Center Parkway, Suite 210
Pleasanton, CA 94566
Phone: (925) 300-6658
Email: dan.turpin@centurycommunities.com

With a copy to: Century Communities
4695 MacArthur Court, Suite 300
Newport Beach, CA 92660
Attn: Holly Traube Cordova, Esq.
Phone: (661) 487-6080
Email: holly.cordova@centurycommunities.com

The signatories (including consenting parties) to this Agreement may revise the addresses to whom notices may be sent from time to time, by providing at least two weeks prior written notice.

Docusign Envelope ID: F5488680-7BC2-46E1-8538-8632B5DF431D

DRAFT

31. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions.

32. Headings. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or constraining the terms, covenants or conditions of this Agreement.

33. Severability. Except as otherwise provided herein, if any provision(s) of this Agreement is (are) held invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

34. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute the same instrument, with the same effect as if all of the parties to this Agreement had executed the same counterpart.

SIGNATURES CONTINUED ON NEXT PAGE

Docusign Envelope ID: F5488680-7BC2-46E1-8538-8632B5DF431D

# DRAFT

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**MASTER DEVELOPER:**

UCP EAST GARRISON, LLC, a Delaware limited liability company

By: UCP, LLC, a Delaware Limited Liability Company, its sole member

By: _____
Daniel Turpin
Vice President

**ASSIGNEE:**

COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND PLANNING ASSOCIATION, INC., a California nonprofit public benefit corporation

By: _____
Name:
Title:

**COUNTY OF MONTEREY**

By: _____
Glenn Church
Chair, Monterey County Board of Supervisors

Docusign Envelope ID: F5488680-7BC2-46E1-8538-8632B5DF431D

# DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ )

On _____, before me,

_____,

Dated Here insert Name and Title of Officer

personally appeared

_____,

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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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 of Notary Public

Docusign Envelope ID: F5488680-7BC2-46E1-8538-8632B5DF431D

# DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California

County of _____ )

On _____, before me,

_____,

Dated Here insert Name and Title of Officer

personally appeared

_____,

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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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 of Notary Public

Docusign Envelope ID: F5488680-7BC2-46E1-8538-8632B5DF431D

DRAFT

# EXHIBIT 1

## LOCATION AND LEGAL DESCRIPTION OF ASSIGNED PARCEL

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

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DRAFT

**EXHIBIT 2**

**PERMITTED USES AND**
**SCOPE OF DEVELOPMENT FOR ASSIGNED PARCEL**

[To Be Inserted]

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DRAFT

**EXHIBIT 3**

**SCHEDULE OF PERFORMANCE FOR THE ASSIGNED PARCEL**

[To Be Inserted]

Docusign Envelope ID: F5488680-7BC2-46E1-8538-8632B5DF431D

# DRAFT

## EXHIBIT 4

## PROVISIONS OF DDA AND AGENCY DEED APPLICABLE TO ASSIGNED PARCEL

A. APPLICABLE DDA PROVISIONS.

The following provisions of the DDA are hereby incorporated by reference and shall be applicable to the rights and obligations of Assignee with respect to the Assigned Parcel only, and shall be interpreted and applied in a manner consistent with the terms of this Agreement. It is recognized that certain of the DDA provisions listed below will be recorded concurrently with Master Developer's quitclaim deed for the conveyance of the Assigned Parcel to the Assignee or its permitted successor or assign and that certain of the DDA provisions listed below will have been satisfied at the time of and as a condition to such conveyance of the Assigned Parcel or shall have been incorporated into the Master Developer's quitclaim deed to Assignee or its permitted successor or assign.

Wherever the term "Developer" is used in any of the sections set forth below, such term shall refer to the Assignee of this Agreement and further, shall include any permitted nominee, transferee, assignee or successor in interest to the DDA, unless otherwise expressly stated herein, The term "Master Developer" as used herein refers to UCP East Garrison, LLC, a Delaware limited liability company.

Any of the rights held by the Agency in any of the Sections set forth below (such as rights of review, approval, consent, notification, etc.) shall also be deemed to be rights of the Master Developer. Whenever Assignee is required pursuant to the terms set forth below to provide notice or request the consent or approval of the Agency, the Assignee shall also be required to provide notice or request consent or approval from the Master Developer.

The term "Site" as used in the Sections set forth below shall mean the Assigned Parcel.

[§107] The Developer

[§108] Special Phasing Conditions: Deed-Restricted Affordable Housing

[§204] "AS IS" Conveyance; Release by Developer

[§205] Agency Financial Assistance; Developer's Evidence of Financing

[§302] Scope of Development

[§304] Construction Schedule

[§306] County and Other Governmental Agency Permits

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# DRAFT

[§307] Rights of Access

[§308] Local, State and Federal Laws

[§309] Antidiscrimination During Construction

[§310] Responsibilities of the Agency

[§311] Taxes, Assessments, Encumbrances and Liens

[§312] Prohibition Against Transfer of Site, the Buildings or Structures Thereon and Assignment of Agreement

[§314] No Encumbrances Except Mortgages, Deed of Trust, Sales and Lease-Backs or Other Financing for Development

[§315] Holder Not Obligated to Construct Improvements

[§316] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure.

[§317] Failure of Holder to Complete Improvements

[§318] Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default

[§319] Right of the Agency to Satisfy Other Liens on the Site After Title Passes

[§320] Certificate of Completion

[§321] Prevailing Wages

[§401] Uses

[§402] Obligation to Refrain From Discrimination

[§403] Form of Nonsegregation Clauses

[§404] Effect and Duration

[§405] Rights of Access – Public Improvements and Facilities

[§501] Defaults - General

[§503] Institution of Legal Actions

# DRAFT

[§504] Applicable Law; Interpretation

[§506] Rights and Remedies are Cumulative

[§507] Damages

[§508] Specific Performance

[§512] Right of Reverter

[§513] Dispute Resolution; Legal Action

[§601] Notices, Demands and Communications Between the Parties

[§602] Conflicts of Interest

[§603] Nonliability of Agency or Developer Officials and Employees

[§604] Enforced Delay; Extension of Times of Performance

[§605] Inspection of Books and Records

[§606] Plans and Data

[§607] Attorneys' Fees

[§608] No Third Party Beneficiaries

[§610] General Indemnity

[§611] Mechanics' Liens

[§612] Government Functions of Agency; No Joint Venture or Third Party Liability

Attachments and Exhibits: As referred to in the Sections above and including, without limitation:

(1) [Attachment No. 3] Housing Development and Affordable Phasing Requirements; and

(2) [Attachment No. 9, Section 4] Scope of Development.

**Introduced:** 9/15/2025

**Current Status:** Public Works, Facilities & Parks - Consent

**Version:** 1

**Matter Type:** BoS Agreement

a. Award Traffic Striping and Signing Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and a maximum contract value of $2,000,000 to the following bidders: TSS 2025-01 Cato's General Engineering, Inc. dba Cato's Paving and TSS 2025-02 Chrisp Company;
b. Award Roads & Bridges Job Order Contracts for a term of 1 year from date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: R&B 2025-01 Cato's General Engineering, Inc. dba Cato's Paving; R&B 2025-02 The Don Chapin Company, Inc.; R&B 2025-03 A. Teichert & Son, Inc. dba Teichert Construction; R&B 2025-04 Granite Rock Company; R&B 2025-05 Granite Construction Company; and R&B 2025-06 Newton Construction & Management, Inc.;
c. Award Emergency Response Work Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: ERW 2025-01 Granite Construction Company; ERW 2025-02 Granite Rock Company; and ERW 2025-03 A. Teichert & Son, Inc. dba Teichert Construction;
d. Award Facilities Large Capacity Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: FAC-L 2025-01 Quincon, Inc; FAC-L 2025-02 Staples Construction Company Inc.; FAC-L 2025-03 R.F. Koerber, Inc.; and FAC-L 2025-04 Newton Construction & Management, Inc. FAC-L 2025-05 Angeles Contractor, Inc.;
e. Award Facilities Small Capacity Job Order Contracts for a term of 1 year from the date signed by the County with a minimum contract value of $25,000 and a maximum contract value of $3,000,000 to the following bidders: FAC-S 2025-01 Quincon, Inc.; FAC-S 2025-02 R.F. Koerber, Inc.; and FAC-S 2025-03 Newton Construction & Management, Inc.;
f. Approve the Performance and Payment Bonds for Traffic Striping and Signing Job Order Contracts in the amount of $2,000,000 each by Cato's General Engineering, Inc. and Cato's Paving and Chrisp Company;
g. Approve the Performance and Payment Bonds for Roads & Bridges Job Order Contracts in the amount of $6,210,093 each by Cato's General Engineering, Inc. dba Cato's Paving; The Don Chapin Company, Inc.; A. Teichert & Son, Inc. dba Teichert Construction; Granite Rock Company; Granite Construction Company; and Newton Construction & Management, Inc.;
h. Approve the Performance and Payment Bonds for Emergency Response Work Job Order Contracts in the amount of $6,210,093 each by Granite Construction Company; Granite Rock Company; and A. Teichert & Son, Inc. dba Teichert Construction; and
i. Approve the Performance and Payment Bonds for Facilities Large Capacity Job Order Contracts in the amount of $3,105,047 each by Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber,

Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc.;
j. Approve the Performance and Payment Bonds for Facilities Small Capacity Job Order Contracts in the amount of $1,000,000 each by Quincon, Inc.; R.F. Koeber, Inc.; and Newton Construction & Management, Inc.;
k. Authorize the Director of the Department of Public Works, Facilities and Parks (PWFP) or the assigned designee to execute the Traffic Striping and Signing, Roads & Bridges, Emergency Response Work, Facilities Large Capacity, and Facilities Small Capacity Job Order Contracts;
l. Ratify the Director of PWFP determination that the bid packages from Newton Construction & Management, Inc. and Quincon, Inc. were responsive upon receipt of supporting bid documents which were confirmed to be non-material administrative corrections; and
m. Authorize the Director of PWFP or the assigned designee to approve future increases to Facilities Large Capacity and Facilities Small Capacity Job Order Contract Performance and Payment Bonds up to the maximum contract value for the following bidders: Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc. in consultation with the Office of the County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors approve the following items:
a. Award Traffic Striping and Signing Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and a maximum contract value of $2,000,000 to the following bidders: TSS 2025-01 Cato's General Engineering, Inc. dba Cato's Paving and TSS 2025-02 Chrisp Company;
b. Award Roads & Bridges Job Order Contracts for a term of 1 year from date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: R&B 2025-01 Cato's General Engineering, Inc. dba Cato's Paving; R&B 2025-02 The Don Chapin Company, Inc.; R&B 2025-03 A. Teichert & Son, Inc. dba Teichert Construction; R&B 2025-04 Granite Rock Company; R&B 2025-05 Granite Construction Company; and R&B 2025-06 Newton Construction & Management, Inc.;
c. Award Emergency Response Work Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: ERW 2025-01 Granite Construction Company; ERW 2025-02 Granite Rock Company; and ERW 2025-03 A. Teichert & Son, Inc. dba Teichert Construction;
d. Award Facilities Large Capacity Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: FAC-L 2025-01 Quincon, Inc; FAC-L 2025-02 Staples Construction Company Inc.; FAC-L 2025-03 R.F. Koerber, Inc.; and FAC-L 2025-04 Newton Construction & Management, Inc. FAC-L 2025-05 Angeles Contractor, Inc.;
e. Award Facilities Small Capacity Job Order Contracts for a term of 1 year from the date signed by the County with a minimum contract value of $25,000 and a maximum contract value of $3,000,000 to the following bidders: FAC-S 2025-01 Quincon, Inc.; FAC-S 2025-02 R.F. Koerber, Inc.; and FAC-S 2025-03 Newton Construction & Management, Inc.;
f. Approve the Performance and Payment Bonds for Traffic Striping and Signing Job Order Contracts in the amount of $2,000,000 each by Cato's General Engineering, Inc. and Cato's Paving and Chrisp Company;
g. Approve the Performance and Payment Bonds for Roads & Bridges Job Order Contracts in the

amount of $6,210,093 each by Cato's General Engineering, Inc. dba Cato's Paving; The Don Chapin Company, Inc.; A. Teichert & Son, Inc. dba Teichert Construction; Granite Rock Company; Granite Construction Company; and Newton Construction & Management, Inc.;
h. Approve the Performance and Payment Bonds for Emergency Response Work Job Order Contracts in the amount of $6,210,093 each by Granite Construction Company; Granite Rock Company; and A. Teichert & Son, Inc. dba Teichert Construction; and
i. Approve the Performance and Payment Bonds for Facilities Large Capacity Job Order Contracts in the amount of $3,105,047 each by Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc.;
j. Approve the Performance and Payment Bonds for Facilities Small Capacity Job Order Contracts in the amount of $1,000,000 each by Quincon, Inc.; R.F. Koeber, Inc.; and Newton Construction & Management, Inc.;
k. Authorize the Director of the Department of Public Works, Facilities and Parks (PWFP) or the assigned designee to execute the Traffic Striping and Signing, Roads & Bridges, Emergency Response Work, Facilities Large Capacity, and Facilities Small Capacity Job Order Contracts;
l. Ratify the Director of PWFP determination that the bid packages from Newton Construction & Management, Inc. and Quincon, Inc. were responsive upon receipt of supporting bid documents which were confirmed to be non-material administrative corrections; and
m. Authorize the Director of PWFP or the assigned designee to approve future increases to Facilities Large Capacity and Facilities Small Capacity Job Order Contract Performance and Payment Bonds up to the maximum contract value for the following bidders: Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc. in consultation with the Office of the County Counsel.

SUMMARY:
On July 8, 2025, the Board of Supervisors (Board) adopted the County of Monterey 2025 Job Order Contracts (JOC) Construction Task Catalogs and Project Specifications for the JOC 2025 Contracts (2025 JOC Program), authorized advertising for bids, and supported the lowest bid price as the basis of award. The JOC 2025 Bid Openings occurred on August 21, 2025 and August 22, 2025 during which a total of 3 bids were received for Traffic Striping and Signing, 7 bids were received for Roads & Bridges, 5 bids were received for Emergency Response Work, 7 bids were received for Facilities Large Capacity, and 6 bids were received for Facilities Small Capacity contracts (see **Attachment A**). On July 8, 2025, the Board authorized PWFP to advertise for three added Facilities Small Capacity contracts with smaller bonding thresholds to encourage smaller local business to participate in the JOC program.

Per the process set forth by the JOC 2025 Project Specifications, bids are evaluated by the Award Criteria Figure. Contractors presenting responsive and responsible bids with the lowest Award Criteria Figure will be awarded the contract.

The recommended action approves the award of (2) Traffic Striping and Signing JOC 2025 Contracts, (6) Roads & Bridges JOC 2025 Contracts, (3) Emergency Response Work JOC 2025 Contracts, (5) Facilities Large Capacity JOC 2025 Contracts, (3) Facilities Small Capacity JOC 2025 Contracts and associated Performance and Payment Bonds provided by the respective contractors. In addition, this action will authorize the Director of PWFP or the assigned designee to

approve, in accord with the Office of County Counsel, future increases to Facilities JOC Performance and Payment Bonds up to the maximum contract value. This recommendation reflects the (2) lowest responsible and responsive bids for Traffic Striping and Signing Contracts, the (6) lowest responsible and responsive bids for the Roads & Bridges Contracts, the (3) lowest responsible and responsive bids for the Emergency Response Work Contracts, the (5) lowest responsible and responsive bids for the Facilities Large Capacity Contracts, and the (3) lowest responsible and responsive bids for the Facilities Small Capacity Contracts. The JOC 2025 Contracts are for a term of (1) year from the date signed by the County.

DISCUSSION:

**2025 JOC Bid Process**

On July 8, 2025, the Board adopted the County of Monterey 2025 JOC Construction Task Catalogs and Project Specifications for the 2025 JOC Program, authorized advertising for bids, and support of lowest bid price as the basis of award.

PWFP followed the notification procedures outlined in the JOC Project Specifications for Traffic Striping and Signing, Roads & Bridges, Emergency Response Work, Facilities Large Capacity and Facilities Small Capacity. The JOC 2025 Projects were duly advertised.

The JOC 2025 bid openings occurred on August 21, 2025 and August 22, 2025 in the Board Chambers. Representatives from the Office of the County Counsel and the County Administrative Office Contracts/Purchasing Division were present, reviewed the bid packages submitted to verify completeness and announced the Award Criteria Figure for each bid.

PWFP has operated within the framework set forth in the JOC 2025 Project Specifications for Contractor selection and requests Board approval to authorize the Director of PWFP or designee to execute the 19 Contracts with the lowest responsible and responsive bidders for JOC Traffic Striping and Signing 2025, JOC Roads & Bridges 2025, JOC Emergency Response Work 2025, JOC Facilities Large Capacity 2025, and JOC Facilities Small Capacity 2025 projects, approve the corresponding Performance and Payment Bonds, and approve, in accord with the Office of County Counsel, future increases to Facilities JOC Performance and Payment Bonds up to the maximum contract value.

**Resolving Awards in the Case of Tied Bids**

Two bids received for project Roads and Bridges 2025-02 were tied for lowest bid. JOC low bids are determined using an Award Criteria Factor which is the sum of four weighted Adjustment Factors provided in the Bid Form. The current specifications do not specify how to resolve a tie when both bidders are determined to be responsive and responsible. PWFP Staff, after consultation with the Office of the County Counsel, prepared the following methodology to resolve the tie:

1. Check for any missing documentation. If both bids are complete;
2. Compare the 1st weighted Adjustment Factor. If both factors are the same;
3. Compare the 2nd weighted Adjustment Factor. If both factors are the same;
4. Compare the 3rd weighted Adjustment Factor. If both factors are the same;
5. Compare the 4th weighted Adjustment Factor. If both factors are the same;

6. Award to the first bid submitted to the Clerk of the Board.

For Project R&B 2025-02, there was a difference in the 1st weighted Adjustment Factor, which was used to determine the lowest bidder.

This methodology will be incorporated into next year's JOC specifications for future reference and use.

**Local Contractor Bidding Participation**
PWFP reports to the Board on JOC program participation by contractors based in the Monterey Bay Area (Monterey, San Benito, Santa Cruz Counties). The table below shows the number of "local" and total bids received by Project type:

| JOC Project Category | Total Bids | Local Bidders |
|---|---|---|
| Traffic Striping and Signing | 3 | 0 |
| Roads & Bridges | 7 | 2* |
| Emergency Response Work | 5 | 2* |
| Facilities Large Capacity | 7 | 0* |
| Facilities Small Capacity | 6 | 0* |

**3 bidders across the Roads and Bridges, Emergency Response Work, and both Facilities categories are companies based in San Luis Obispo County, geographically close to South County work locations.*

**Facilities Contracts 50% Initial Bonding**
For Facilities' Bids, the Board approved the successful bidders to furnish an initial payment bond and a performance bond for approximately Fifty Percent (50%) of the Maximum Contract Value. If the aggregate Job Orders issued under the awarded contract exceeds the fifty percent (50%) value an increase in the Payment and Performance Bonds will be required in an amount not less than One Hundred Percent (100%) of the Maximum Contract Value. At no time may the sum of the issued Job Orders exceed the amount of the Payment and Performance Bonds. The successful bidders were required to provide a letter from the bonding company stating their ability to obtain Payment and Performance Bonds for the Maximum Contract Value. The initial bonding requirement for Traffic Striping and Signing, Roads & Bridges, and Emergency Response Work Contracts remained set at One Hundred Percent (100%) of the Maximum Contract Value.

OTHER AGENCY INVOLVEMENT:
PWFP coordinated preparation of the JOC Project Specifications, including the standard contract language with the Office of the County Counsel-Risk Management and the Auditor-Controller's Office. The Office of the County Counsel and County Administrative Office's Contracts/Purchasing Division attended the bid opening and reviewed all bids for conformance with applicable regulations. PWFP reviewed the bids for responsiveness. The Office of the County Counsel-Risk Management and the Auditor-Controller's Office have reviewed and approved the contract documents as to form, insurance and fiscal provisions, respectively.

FINANCING:
If approved, the individual Contracts recommended for award of 2 - 2025 JOC Traffic Striping and Signing Contracts, 6 - 2025 JOC Roads & Bridges Contracts, 3 - 2025 JOC Emergency Response Work Contracts, 5 - 2025 JOC Facilities Large Capacity Contracts and 3 - 2025 JOC Facilities Small Capacity Contracts would provide for a total of 19 individual Job Order Contracts, with a cap of up to $6,210,093 per contract ($2,000,000 for Traffic Striping and Signing, $3,000,000 for Facilities Small Capacity), for a cumulative total of $99,941,302 under the 2025 JOC Program. Expenditures will be within and not exceed the Fiscal Year (FY) 2025-26 Adopted Budgets. Funding for JOC projects, including applicable The Gordian Group, Inc. (Gordian) fees, is contained within the adopted FY 2025-26 budget allocations for various funds; Fund 404 - Facilities Master Plan Projects, Fund 002 - Road Fund, the respective County Service Area or County Sanitation District Fund, and the individual department authorizing the project. A five percent (5%) License Fee to utilize the JOC Program is payable to Gordian only if and when a Job Order is issued to a JOC contractor. Also, the County may utilize optional JOC Project Management services, as needed, for an additional 5.95% fee. Gordian fees are contained in the overall eligible project budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The JOC program allows PWFP to quickly implement a significant number of repair, maintenance and emergency response projects each year. The work under this program meets the Board Objectives of Implementing approved and funded infrastructure plans, and Disaster Planning and Response. Local contractor outreach, and local hiring requirements support the Board Goal of a Diverse and Thriving Economy.

____ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
__X__ Diverse and Thriving Economy

Prepared by: John Snively, Administrative Operations Manager, (831) 759-6617
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of Board:
Attachment A - Bid Summaries JOC TSS, R&B, ERW, FAC-L, FAC-S
Attachment B - TSS 2025-01
Attachment C - TSS 2025-02
Attachment D - R&B 2025-01
Attachment E - R&B 2025-02
Attachment F - R&B 2025-03
Attachment G - R&B 2025-04
Attachment H - R&B 2025-05
Attachment I - R&B 2025-06
Attachment J - ERW 2025-01
Attachment K - ERW 2025-02

Attachment L - ERW 2025-03
Attachment M - FAC-L 2025-01
Attachment N - FAC-L 2025-02
Attachment O - FAC-L 2025-03
Attachment P - FAC-L 2025-04
Attachment Q - FAC-L 2025-05
Attachment R - FAC-S 2025-01
Attachment S - FAC-S 2025-02
Attachment T - FAC-S 2025-03

**Introduced:** 9/15/2025
**Version:** 1

**Current Status:** Agenda Ready
**Matter Type:** BoS Agreement

a. Award Traffic Striping and Signing Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and a maximum contract value of $2,000,000 to the following bidders: TSS 2025-01 Cato's General Engineering, Inc. dba Cato's Paving and TSS 2025-02 Chrisp Company;
b. Award Roads & Bridges Job Order Contracts for a term of 1 year from date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: R&B 2025-01 Cato's General Engineering, Inc. dba Cato's Paving; R&B 2025-02 The Don Chapin Company, Inc.; R&B 2025-03 A. Teichert & Son, Inc. dba Teichert Construction; R&B 2025-04 Granite Rock Company; R&B 2025-05 Granite Construction Company; and R&B 2025-06 Newton Construction & Management, Inc.;
c. Award Emergency Response Work Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: ERW 2025-01 Granite Construction Company; ERW 2025-02 Granite Rock Company; and ERW 2025-03 A. Teichert & Son, Inc. dba Teichert Construction;
d. Award Facilities Large Capacity Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: FAC-L 2025-01 Quincon, Inc; FAC-L 2025-02 Staples Construction Company Inc.; FAC-L 2025-03 R.F. Koerber, Inc.; and FAC-L 2025-04 Newton Construction & Management, Inc. FAC-L 2025-05 Angeles Contractor, Inc.;
e. Award Facilities Small Capacity Job Order Contracts for a term of 1 year from the date signed by the County with a minimum contract value of $25,000 and a maximum contract value of $3,000,000 to the following bidders: FAC-S 2025-01 Quincon, Inc.; FAC-S 2025-02 R.F. Koerber, Inc.; and FAC-S 2025-03 Newton Construction & Management, Inc.;
f. Approve the Performance and Payment Bonds for Traffic Striping and Signing Job Order Contracts in the amount of $2,000,000 each by Cato's General Engineering, Inc. and Cato's Paving and Chrisp Company;
g. Approve the Performance and Payment Bonds for Roads & Bridges Job Order Contracts in the amount of $6,210,093 each by Cato's General Engineering, Inc. dba Cato's Paving; The Don Chapin Company, Inc.; A. Teichert & Son, Inc. dba Teichert Construction; Granite Rock Company; Granite Construction Company; and Newton Construction & Management, Inc.;
h. Approve the Performance and Payment Bonds for Emergency Response Work Job Order Contracts in the amount of $6,210,093 each by Granite Construction Company; Granite Rock Company; and A. Teichert & Son, Inc. dba Teichert Construction; and
i. Approve the Performance and Payment Bonds for Facilities Large Capacity Job Order Contracts in the amount of $3,105,047 each by Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc.;
j. Approve the Performance and Payment Bonds for Facilities Small Capacity Job Order

Contracts in the amount of $1,000,000 each by Quincon, Inc.; R.F. Koeber, Inc.; and Newton Construction & Management, Inc.;
k. Authorize the Director of the Department of Public Works, Facilities and Parks (PWFP) or the assigned designee to execute the Traffic Striping and Signing, Roads & Bridges, Emergency Response Work, Facilities Large Capacity, and Facilities Small Capacity Job Order Contracts;
l. Ratify the Director of PWFP determination that the bid packages from Newton Construction & Management, Inc. and Quincon, Inc. were responsive upon receipt of supporting bid documents which were confirmed to be non-material administrative corrections; and
m. Authorize the Director of PWFP or the assigned designee to approve future increases to Facilities Large Capacity and Facilities Small Capacity Job Order Contract Performance and Payment Bonds up to the maximum contract value for the following bidders: Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc. in consultation with the Office of the County Counsel.

RECOMMENDATION:
It is recommended that the Board of Supervisors approve the following items:
a. Award Traffic Striping and Signing Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and a maximum contract value of $2,000,000 to the following bidders: TSS 2025-01 Cato's General Engineering, Inc. dba Cato's Paving and TSS 2025-02 Chrisp Company;
b. Award Roads & Bridges Job Order Contracts for a term of 1 year from date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: R&B 2025-01 Cato's General Engineering, Inc. dba Cato's Paving; R&B 2025-02 The Don Chapin Company, Inc.; R&B 2025-03 A. Teichert & Son, Inc. dba Teichert Construction; R&B 2025-04 Granite Rock Company; R&B 2025-05 Granite Construction Company; and R&B 2025-06 Newton Construction & Management, Inc.;
c. Award Emergency Response Work Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: ERW 2025-01 Granite Construction Company; ERW 2025-02 Granite Rock Company; and ERW 2025-03 A. Teichert & Son, Inc. dba Teichert Construction;
d. Award Facilities Large Capacity Job Order Contracts for a term of 1 year from the date signed by County with a minimum contract value of $25,000 and maximum contract value of $6,210,093 to the following bidders: FAC-L 2025-01 Quincon, Inc; FAC-L 2025-02 Staples Construction Company Inc.; FAC-L 2025-03 R.F. Koerber, Inc.; and FAC-L 2025-04 Newton Construction & Management, Inc. FAC-L 2025-05 Angeles Contractor, Inc.;
e. Award Facilities Small Capacity Job Order Contracts for a term of 1 year from the date signed by the County with a minimum contract value of $25,000 and a maximum contract value of $3,000,000 to the following bidders: FAC-S 2025-01 Quincon, Inc.; FAC-S 2025-02 R.F. Koerber, Inc.; and FAC-S 2025-03 Newton Construction & Management, Inc.;
f. Approve the Performance and Payment Bonds for Traffic Striping and Signing Job Order Contracts in the amount of $2,000,000 each by Cato's General Engineering, Inc. and Cato's Paving and Chrisp Company;
g. Approve the Performance and Payment Bonds for Roads & Bridges Job Order Contracts in the amount of $6,210,093 each by Cato's General Engineering, Inc. dba Cato's Paving; The Don Chapin Company, Inc.; A. Teichert & Son, Inc. dba Teichert Construction; Granite Rock Company; Granite Construction Company; and Newton Construction & Management, Inc.;

h. Approve the Performance and Payment Bonds for Emergency Response Work Job Order Contracts in the amount of $6,210,093 each by Granite Construction Company; Granite Rock Company; and A. Teichert & Son, Inc. dba Teichert Construction; and
i. Approve the Performance and Payment Bonds for Facilities Large Capacity Job Order Contracts in the amount of $3,105,047 each by Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc.;
j. Approve the Performance and Payment Bonds for Facilities Small Capacity Job Order Contracts in the amount of $1,000,000 each by Quincon, Inc.; R.F. Koeber, Inc.; and Newton Construction & Management, Inc.;
k. Authorize the Director of the Department of Public Works, Facilities and Parks (PWFP) or the assigned designee to execute the Traffic Striping and Signing, Roads & Bridges, Emergency Response Work, Facilities Large Capacity, and Facilities Small Capacity Job Order Contracts;
l. Ratify the Director of PWFP determination that the bid packages from Newton Construction & Management, Inc. and Quincon, Inc. were responsive upon receipt of supporting bid documents which were confirmed to be non-material administrative corrections; and
m. Authorize the Director of PWFP or the assigned designee to approve future increases to Facilities Large Capacity and Facilities Small Capacity Job Order Contract Performance and Payment Bonds up to the maximum contract value for the following bidders: Quincon, Inc.; Staples Construction Company, Inc.; R.F. Koeber, Inc.; Newton Construction & Management, Inc.; and Angles Contractor, Inc. in consultation with the Office of the County Counsel.

SUMMARY:
On July 8, 2025, the Board of Supervisors (Board) adopted the County of Monterey 2025 Job Order Contracts (JOC) Construction Task Catalogs and Project Specifications for the JOC 2025 Contracts (2025 JOC Program), authorized advertising for bids, and supported the lowest bid price as the basis of award. The JOC 2025 Bid Openings occurred on August 21, 2025 and August 22, 2025 during which a total of 3 bids were received for Traffic Striping and Signing, 7 bids were received for Roads & Bridges, 5 bids were received for Emergency Response Work, 7 bids were received for Facilities Large Capacity, and 6 bids were received for Facilities Small Capacity contracts (see **Attachment A**). On July 8, 2025, the Board authorized PWFP to advertise for three added Facilities Small Capacity contracts with smaller bonding thresholds to encourage smaller local business to participate in the JOC program.

Per the process set forth by the JOC 2025 Project Specifications, bids are evaluated by the Award Criteria Figure. Contractors presenting responsive and responsible bids with the lowest Award Criteria Figure will be awarded the contract.

The recommended action approves the award of (2) Traffic Striping and Signing JOC 2025 Contracts, (6) Roads & Bridges JOC 2025 Contracts, (3) Emergency Response Work JOC 2025 Contracts, (5) Facilities Large Capacity JOC 2025 Contracts, (3) Facilities Small Capacity JOC 2025 Contracts and associated Performance and Payment Bonds provided by the respective contractors. In addition, this action will authorize the Director of PWFP or the assigned designee to approve, in accord with the Office of County Counsel, future increases to Facilities JOC Performance and Payment Bonds up to the maximum contract value. This recommendation reflects the (2) lowest responsible and responsive bids for Traffic Striping and Signing Contracts, the (6) lowest responsible and responsive bids for the Roads & Bridges Contracts, the (3) lowest responsible and responsive bids for the Emergency Response Work

Contracts, the (5) lowest responsible and responsive bids for the Facilities Large Capacity Contracts, and the (3) lowest responsible and responsive bids for the Facilities Small Capacity Contracts. The JOC 2025 Contracts are for a term of (1) year from the date signed by the County.

DISCUSSION:

**2025 JOC Bid Process**

On July 8, 2025, the Board adopted the County of Monterey 2025 JOC Construction Task Catalogs and Project Specifications for the 2025 JOC Program, authorized advertising for bids, and support of lowest bid price as the basis of award.

PWFP followed the notification procedures outlined in the JOC Project Specifications for Traffic Striping and Signing, Roads & Bridges, Emergency Response Work, Facilities Large Capacity and Facilities Small Capacity. The JOC 2025 Projects were duly advertised.

The JOC 2025 bid openings occurred on August 21, 2025 and August 22, 2025 in the Board Chambers. Representatives from the Office of the County Counsel and the County Administrative Office Contracts/Purchasing Division were present, reviewed the bid packages submitted to verify completeness and announced the Award Criteria Figure for each bid.

PWFP has operated within the framework set forth in the JOC 2025 Project Specifications for Contractor selection and requests Board approval to authorize the Director of PWFP or designee to execute the 19 Contracts with the lowest responsible and responsive bidders for JOC Traffic Striping and Signing 2025, JOC Roads & Bridges 2025, JOC Emergency Response Work 2025, JOC Facilities Large Capacity 2025, and JOC Facilities Small Capacity 2025 projects, approve the corresponding Performance and Payment Bonds, and approve, in accord with the Office of County Counsel, future increases to Facilities JOC Performance and Payment Bonds up to the maximum contract value.

**Resolving Awards in the Case of Tied Bids**

Two bids received for project Roads and Bridges 2025-02 were tied for lowest bid. JOC low bids are determined using an Award Criteria Factor which is the sum of four weighted Adjustment Factors provided in the Bid Form. The current specifications do not specify how to resolve a tie when both bidders are determined to be responsive and responsible. PWFP Staff, after consultation with the Office of the County Counsel, prepared the following methodology to resolve the tie:

1. Check for any missing documentation. If both bids are complete;
2. Compare the 1st weighted Adjustment Factor. If both factors are the same;
3. Compare the 2nd weighted Adjustment Factor. If both factors are the same;
4. Compare the 3rd weighted Adjustment Factor. If both factors are the same;
5. Compare the 4th weighted Adjustment Factor. If both factors are the same;
6. Award to the first bid submitted to the Clerk of the Board.

For Project R&B 2025-02, there was a difference in the 1st weighted Adjustment Factor, which was used to determine the lowest bidder.

This methodology will be incorporated into next year's JOC specifications for future reference and use.

**Local Contractor Bidding Participation**
PWFP reports to the Board on JOC program participation by contractors based in the Monterey Bay Area (Monterey, San Benito, Santa Cruz Counties). The table below shows the number of "local" and total bids received by Project type:

| JOC Project Category | Total Bids | Local Bidders |
|---|---|---|
| Traffic Striping and Signing | 3 | 0 |
| Roads & Bridges | 7 | 2* |
| Emergency Response Work | 5 | 2* |
| Facilities Large Capacity | 7 | 0* |
| Facilities Small Capacity | 6 | 0* |

**3 bidders across the Roads and Bridges, Emergency Response Work, and both Facilities categories are companies based in San Luis Obispo County, geographically close to South County work locations.*

**Facilities Contracts 50% Initial Bonding**
For Facilities' Bids, the Board approved the successful bidders to furnish an initial payment bond and a performance bond for approximately Fifty Percent (50%) of the Maximum Contract Value. If the aggregate Job Orders issued under the awarded contract exceeds the fifty percent (50%) value an increase in the Payment and Performance Bonds will be required in an amount not less than One Hundred Percent (100%) of the Maximum Contract Value. At no time may the sum of the issued Job Orders exceed the amount of the Payment and Performance Bonds. The successful bidders were required to provide a letter from the bonding company stating their ability to obtain Payment and Performance Bonds for the Maximum Contract Value. The initial bonding requirement for Traffic Striping and Signing, Roads & Bridges, and Emergency Response Work Contracts remained set at One Hundred Percent (100%) of the Maximum Contract Value.

OTHER AGENCY INVOLVEMENT:
PWFP coordinated preparation of the JOC Project Specifications, including the standard contract language with the Office of the County Counsel-Risk Management and the Auditor-Controller's Office. The Office of the County Counsel and County Administrative Office's Contracts/Purchasing Division attended the bid opening and reviewed all bids for conformance with applicable regulations. PWFP reviewed the bids for responsiveness. The Office of the County Counsel-Risk Management and the Auditor-Controller's Office have reviewed and approved the contract documents as to form, insurance and fiscal provisions, respectively.

FINANCING:
If approved, the individual Contracts recommended for award of 2 - 2025 JOC Traffic Striping and Signing Contracts, 6 - 2025 JOC Roads & Bridges Contracts, 3 - 2025 JOC Emergency Response Work Contracts, 5 - 2025 JOC Facilities Large Capacity Contracts and 3 - 2025 JOC Facilities Small Capacity Contracts would provide for a total of 19 individual Job Order Contracts, with a cap of up to $6,210,093 per contract ($2,000,000 for Traffic Striping and

Signing, $3,000,000 for Facilities Small Capacity), for a cumulative total of $99,941,302 under the 2025 JOC Program. Expenditures will be within and not exceed the Fiscal Year (FY) 2025-26 Adopted Budgets. Funding for JOC projects, including applicable The Gordian Group, Inc. (Gordian) fees, is contained within the adopted FY 2025-26 budget allocations for various funds; Fund 404 - Facilities Master Plan Projects, Fund 002 - Road Fund, the respective County Service Area or County Sanitation District Fund, and the individual department authorizing the project. A five percent (5%) License Fee to utilize the JOC Program is payable to Gordian only if and when a Job Order is issued to a JOC contractor. Also, the County may utilize optional JOC Project Management services, as needed, for an additional 5.95% fee. Gordian fees are contained in the overall eligible project budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The JOC program allows PWFP to quickly implement a significant number of repair, maintenance and emergency response projects each year. The work under this program meets the Board Objectives of Implementing approved and funded infrastructure plans, and Disaster Planning and Response. Local contractor outreach, and local hiring requirements support the Board Goal of a Diverse and Thriving Economy.

____ Well-Being and Quality of Life
__X__ Sustainable Infrastructure for the Present and Future
__X__ Safe and Resilient Communities
__X__ Diverse and Thriving Economy

Prepared by: John Snively, Administrative Operations Manager, (831) 759-6617
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of Board:
Attachment A - Bid Summaries JOC TSS, R&B, ERW, FAC-L, FAC-S
Attachment B - TSS 2025-01
Attachment C - TSS 2025-02
Attachment D - R&B 2025-01
Attachment E - R&B 2025-02
Attachment F - R&B 2025-03
Attachment G - R&B 2025-04
Attachment H - R&B 2025-05
Attachment I - R&B 2025-06
Attachment J - ERW 2025-01
Attachment K - ERW 2025-02
Attachment L - ERW 2025-03
Attachment M - FAC-L 2025-01
Attachment N - FAC-L 2025-02
Attachment O - FAC-L 2025-03
Attachment P - FAC-L 2025-04
Attachment Q - FAC-L 2025-05
Attachment R - FAC-S 2025-01

Attachment S - FAC-S 2025-02
Attachment T - FAC-S 2025-03

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **Striping and Signage Bid Opening - Project Number JOC Signage and Striping 2025-01 (August 21, 2025, at 10:30 a.m.)**

DEPARTMENT: **Public Works, Facilities, and Parks**

PROJECT NO.: **JOC 2025-01**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Chrisp Company<br>PO Box 1368<br>Fremont, CA 94538-0136 | $ 1.2240 |
| 2 | Sterndahl Enterprises, LLC<br>11861 Branford St<br>Sun Valley, CA 91352 | $ 1.6600 |
| 3 | Catos General Engineering Inc<br>22302 Hathaway Ave<br>Hayward, CA 94541 | $ 1.1000 |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| 7 | | $ |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 10:30 a.m. on August 21, 2025, in the Clerk of the Boards office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **Striping and Signage Bid Opening - Project Number JOC Signage and Striping 2025-02 (August 21, 2025, at 10:30 a.m.)**

DEPARTMENT: **Public Works, Facilities, and Parks**

PROJECT NO.: **JOC 2025-02**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Chrisp Company<br>PO Box 1368<br>Fremont, CA 94538-0136 | $ 1.2240 Awarded Bidder |
| 2 | Sterndahl Enterprises, LLC<br>11861 Branford St<br>Sun Valley, CA 91352 | $ 1.66000 |
| 3 | Catos General Engineering Inc<br>22302 Hathaway Ave<br>Hayward, CA 94541 | $ 1.0772 Apparent Lowest Bidder<br>* Also Apparent Lowest Bidder for JOC 2025-01 |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| 7 | | $ |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 10:30 a.m. on August 21, 2025, in the Clerk of the Boards office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: JOC ROADS AND BRIDGES

DEPARTMENT: PUBLIC WORKS, FACILITIES AND PARKS

PROJECT NO.: 2025-01

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ 1.1290 |
| 2 | Don Chapin Company<br>560 Crazy Horse Canyon Road<br>Salinas, CA 93907 | $ 1.1060 |
| 3 | Granite Construction Company<br>580 West Beach Street<br>Watsonville, CA 95076 | $ 1.1195 |
| 4 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.1620 |
| 5 | Catos General Engineering Inc<br>22302 Hathaway Ave.<br>Hayward, CA 94541 | $ 1.1000 |
| 6 | Graniterock<br>5225 Hellyer Avenue, Suite 220<br>San Jose, CA 95138 | $ 1.1080 |
| 7 | Teichert Construction<br>5200 Franklin Dr., Ste. 115<br>Pleasanton, CA 94588 | $ 1.1060 |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 21, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: JOC ROADS & BRIDGES

DEPARTMENT: PUBLIC WORKS, FACILITES AND PARKS

PROJECT NO.: 2025-02

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ 1.1290 |
| 2 | Don Chapin Company<br>560 Crazy Horse Canyon Road<br>Salinas, CA 93907 | $ 1.1060 |
| 3 | Granite Construction Company<br>580 West Beach Street<br>Watsonville, CA 95076 | $ 1.1195 |
| 4 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.1620 |
| 5 | Catos General Engineering Inc<br>22302 Hathaway Ave.<br>Hayward, CA 94541 | $ 1.0920 |
| 6 | Graniterock<br>5225 Hellyer Avenue, Suite 220<br>San Jose, CA 95138 | $ 1.1080 |
| 7 | Teichert Construction<br>5200 Franklin Dr., Ste. 115<br>Pleasanton, CA 94588 | $ 1.1060 |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 21, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: JOC ROADS & BRIDGES

DEPARTMENT: PUBLIC WORKS, FACILITIES AND PARKS

PROJECT NO.: 2025-03

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ 1.1290 |
| 2 | Don Chapin Company<br>560 Crazy Horse Canyon Road<br>Salinas, CA 93907 | $ 1.1060 |
| 3 | Granite Construction Company<br>580 West Beach Street<br>Watsonville, CA 95076 | $ 1.1195 |
| 4 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.1620 |
| 5 | Catos General Engineering Inc<br>22302 Hathaway Ave.<br>Hayward, CA 94541 | $ 1.0950 |
| 6 | Graniterock<br>5225 Hellyer Avenue, Suite 220<br>San Jose, CA 95138 | $ 1.1080 |
| 7 | Teichert Construction<br>5200 Franklin Dr., Ste. 115<br>Pleasanton, CA 94588 | $ 1.1060 |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 21, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: JOC ROADS & BRIDGES

DEPARTMENT: PUBLIC WORKS, FACILITIES AND PARKS

PROJECT NO.: 2025-04

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ 1.1290 |
| 2 | Don Chapin Company<br>560 Crazy Horse Canyon Road<br>Salinas, CA 93907 | $ 1.1060 |
| 3 | Granite Construction Company<br>580 West Beach Street<br>Watsonville, CA 95076 | $ 1.1195 |
| 4 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.1620 |
| 5 | Catos General Engineering Inc<br>22302 Hathaway Ave.<br>Hayward, CA 94541 | $ 1.1000 |
| 6 | Graniterock<br>5225 Hellyer Avenue, Suite 220<br>San Jose, CA 95138 | $ 1.1080 |
| 7 | Teichert Construction<br>5200 Franklin Dr., Ste. 115<br>Pleasanton, CA 94588 | $ 1.1060 |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 21, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: JOC ROADS & BRIDGES

DEPARTMENT: PUBLIC WORKS, FACILITIES AND PARKS

PROJECT NO.: 2025-05

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ [illegible] 1.1290 |
| 2 | Don Chapin Company<br>560 Crazy Horse Canyon Road<br>Salinas, CA 93907 | $ 1.1000 |
| 3 | Granite Construction Company<br>580 West Beach Street<br>Watsonville, CA 95076 | $ 1.1195 |
| 4 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.1620 |
| 5 | Catos General Engineering Inc<br>22302 Hathaway Ave.<br>Hayward, CA 94541 | $ 1.0790 |
| 6 | Graniterock<br>5225 Hellyer Avenue, Suite 220<br>San Jose, CA 95138 | $ 1.0680 |
| 7 | Teichert Construction<br>5200 Franklin Dr., Ste. 115<br>Pleasanton, CA 94588 | $ 1.0989 |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 21, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **JOC BOARDS & BRIDGES**

DEPARTMENT: **PUBLIC WORKS, FACILITES AND PARKS**

PROJECT NO.: **2025-06**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ 1.1290 |
| 2 | Don Chapin Company<br>560 Crazy Horse Canyon Road<br>Salinas, CA 93907 | $ 1.1060 |
| 3 | Granite Construction Company<br>580 West Beach Street<br>Watsonville, CA 95076 | $ 1.1195 |
| 4 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.1620 |
| 5 | Catos General Engineering Inc<br>22302 Hathaway Ave.<br>Hayward, CA 94541 | $ 1.0700 |
| 6 | Graniterock<br>5225 Hellyer Avenue, Suite 220<br>San Jose, CA 95138 | $ 1.0680 |
| 7 | Teichert Construction<br>5200 Franklin Dr., Ste. 115<br>Pleasanton, CA 94588 | $ 1.0989 |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 21, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: Emergency Response Work 2025-01 (August 21, 2025, at 3:30 p.m.)

DEPARTMENT: Public Works, Facilities, and Parks

PROJECT NO.: 2025-01

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Don Chapin Company<br>560 Crazy Horse Canyon Road<br>Salinas, CA 93907-8434 | 1.0460 |
| 2 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | 1.1810 |
| 3 | Granite Construction Company<br>580 West Beach St<br>Watsonville, CA 95076 | 1.0000 |
| 4 | Graniterock<br>5225 Hellyer, Suite 220<br>San Jose, CA 95138 | 1.0000 |
| 5 | Teichert Construction<br>5200 Franklin Dr. Ste 115<br>Pleasonton, CA 94588 | 1.0440 |
| 6 | | |
| 7 | | |
| 8 | | |

Certification: I certify that bids listed above were opened, examined, and declared by me at 3:30 p.m. on August 21, 2025, in the Clerk of the Boards office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: Emergency Response Work 2025-02 (August 21, 2025, at 3:30 p.m.)

DEPARTMENT: Public Works, Facilities, and Parks

PROJECT NO.: 2025-02

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Don Chapin Company<br>560 Crazy Horse Canyon Road<br>Salinas, CA 93907-8434 | 1.0460 |
| 2 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | 1.1810 |
| 3 | Granite Construction Company<br>580 West Beach St<br>Watsonville, CA 95076 | 1.0000 |
| 4 | Graniterock<br>5225 Hellyer, Suite 220<br>San Jose, CA 95138 | 1.0000 |
| 5 | Teichert Construction<br>5200 Franklin Dr. Ste 115<br>Pleasonton, CA 94588 | 1.0440 |
| 6 | | |
| 7 | | |
| 8 | | |

Certification: I certify that bids listed above were opened, examined, and declared by me at 3:30 p.m. on August 21, 2025, in the Clerk of the Boards office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **Emergency Response Work 2025-03 (August 21, 2025, at 3:30 p.m.)**

DEPARTMENT: **Public Works, Facilities, and Parks**

PROJECT NO.: **2025-03**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | **Don Chapin Company**<br>**560 Crazy Horse Canyon Road**<br>**Salinas, CA 93907-8434** | 1.0460 |
| 2 | **Quincon Inc.**<br>**P.O. Box 1029**<br>**Grover Beach, CA 93483** | 1.1810 |
| 3 | **Granite Construction Company**<br>**580 West Beach St**<br>**Watsonville, CA 95076** | 1.0000 |
| 4 | **Graniterock**<br>**5225 Hellyer, Suite 220**<br>**San Jose, CA 95138** | 0.9960 |
| 5 | **Teichert Construction**<br>**5200 Franklin Dr. Ste 115**<br>**Pleasonton, CA 94588** | 1.0440 |
| 6 | | |
| 7 | | |
| 8 | | |

Certification: I certify that bids listed above were opened, examined, and declared by me at 3:30 p.m. on August 21, 2025, in the Clerk of the Boards office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **JOC FACILITIES LARGE CAPACITY**

DEPARTMENT: **PUBLIC WORKS, FACILITIES AND PARKS**

PROJECT NO.: **2025-01**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad St.<br>San Luis Obispo, CA 93401 | $ 1.0978 |
| 2 | Quincon, Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.0860 |
| 3 | Staples Construction<br>1501 Eastman Ave.<br>Ventura, CA 93003 | $ 1.0949 |
| 4 | Air Systems Service & Construction (ASSC)<br>10381 Old Placerville Rd. Ste. 100<br>Sacramento, CA 95827 | $ 1.2544 |
| 5 | Marvulli<br>1005 E. Childs Ave., Suite A<br>Merced, CA 95341 | $ 1.1118 |
| 6 | R. F. Koerber Inc.<br>P.O. Box 3822<br>Paso Robles, CA 93447 | $ 1.0971 |
| 7 | Angeles Contractor Inc.<br>783 Phillips Drive<br>City of Industry, CA 91748 | $ 1.1200 |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 22, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Tom Skinner
For

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **JOC FACILITIES LARGE CAPACITY**

DEPARTMENT: **PUBLIC WORKS, FACILITIES AND PARKS**

PROJECT NO.: **2025-02**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad St.<br>San Luis Obispo, CA 93401 | $ 1.0978 |
| 2 | Quincon, Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.0860 |
| 3 | Staples Construction<br>1501 Eastman Ave.<br>Ventura, CA 93003 | $ 1.0949 |
| 4 | Air Systems Service & Construction (ASSC)<br>10381 Old Placerville Rd. Ste. 100<br>Sacramento, CA 95827 | $ 1.2544 |
| 5 | Marvulli<br>1005 E. Childs Ave., Suite A<br>Merced, CA 95341 | $ 1.1118 |
| 6 | R. F. Koerber Inc.<br>P.O. Box 3822<br>Paso Robles, CA 93447 | $ 1.0971 |
| 7 | Angeles Contractor Inc.<br>783 Phillips Drive<br>City of Industry, CA 91748 | $ 1.1200 |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 22, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Tom Skinner
For

Sonia De La Rosa, Purchasing Agent

By _____
– Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **JOC FACILITIES LARGE CAPACITY**

DEPARTMENT: **PUBLIC WORKS, FACILITIES AND PARKS**

PROJECT NO.: **2025-03**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad St.<br>San Luis Obispo, CA 93401 | $ 1.0978 |
| 2 | Quincon, Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.0860 |
| 3 | Staples Construction<br>1501 Eastman Ave.<br>Ventura, CA 93003 | $ 1.0949 |
| 4 | Air Systems Service & Construction (ASSC)<br>10381 Old Placerville Rd. Ste. 100<br>Sacramento, CA 95827 | $ 1.2544 |
| 5 | Marvulli<br>1005 E. Childs Ave., Suite A<br>Merced, CA 95341 | $ 1.1271 |
| ✓ 6 | R. F. Koerber Inc.<br>P.O. Box 3822<br>Paso Robles, CA 93447 | $ 1.0971 |
| 7 | Angeles Contractor Inc.<br>783 Phillips Drive<br>City of Industry, CA 91748 | $ 1.1200 |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 22, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Tom Skinner
For

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **JOC FACILITIES LARGE CAPACITY**

DEPARTMENT: **PUBLIC WORKS, FACILITIES AND PARKS**

PROJECT NO.: **2025-04**

| | Bidders | Total Bid Amount |
|---|---|---|
| ✓ 1 | Newton Construction & Management<br>2436 Broad St.<br>San Luis Obispo, CA 93401 | $ 1.0978 |
| 2 | Quincon, Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.0860 |
| 3 | Staples Construction<br>1501 Eastman Ave.<br>Ventura, CA 93003 | $ 1.0949 |
| 4 | Air Systems Service & Construction (ASSC)<br>10381 Old Placerville Rd. Ste. 100<br>Sacramento, CA 95827 | $ 1.2544 |
| 5 | Marvulli<br>1005 E. Childs Ave., Suite A<br>Merced, CA 95341 | $ 1.1271 |
| 6 | R. F. Koerber Inc.<br>P.O. Box 3822<br>Paso Robles, CA 93447 | $ 1.0971 |
| 7 | Angeles Contractor Inc.<br>783 Phillips Drive<br>City of Industry, CA 91748 | $ 1.1000 |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 22, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Tom Skinner
For

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **JOC FACILITIES LARGE CAPACITY**

DEPARTMENT: **PUBLIC WORKS, FACILITIES AND PARKS**

PROJECT NO.: **2025-05**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad St.<br>San Luis Obispo, CA 93401 | $ 1.0978 |
| 2 | Quincon, Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.0860 |
| 3 | Staples Construction<br>1501 Eastman Ave.<br>Ventura, CA 93003 | $ 1.0949 |
| 4 | Air Systems Service & Construction (ASSC)<br>10381 Old Placerville Rd. Ste. 100<br>Sacramento, CA 95827 | $ 1.2544 |
| 5 | Marvulli<br>1005 E. Childs Ave., Suite A<br>Merced, CA 95341 | $ 1.1059 |
| 6 | R. F. Koerber Inc.<br>P.O. Box 3822<br>Paso Robles, CA 93447 | $ 1.0971 |
| 7 | Angeles Contractor Inc.<br>783 Phillips Drive<br>City of Industry, CA 91748 | $ 1.1000 |

Certification: I certify that bids listed above were opened, examined, and declared by me at 1:00 p.m. on August 22, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Tom Skinner
For

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **FACILITIES-S**

DEPARTMENT: **PUBLIC WORKS, FACILITIES AND PARKS**

PROJECT NO.: **2025-01**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ 1.0978 |
| 2 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.0860 |
| 3 | Air Systems Service & Construction<br>10381 Old Placerville Rd., Ste. 100<br>Sacramento, CA 95827 | $ 1.2544 |
| 4 | Angeles Contractor, Inc.<br>783 Phillips Drive<br>City of Industry, CA 91748 | $ 1.1200 |
| 5 | Marvulli, Inc.<br>1005 E. Childs Ave., Ste. A<br>Merced, CA 95341 | $ 1.1118 |
| 6 | R.F. Koerber Inc.<br>P.O. Box 3822<br>Paso Robles, CA 93447 | $ 1.0971 |
| 7 | | $ |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 3:30 p.m. on August 22, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Tom Skinner
For

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **FACILITIES-S**

DEPARTMENT: **PUBLIC WORKS, FACILITIES AND PARKS**

PROJECT NO.: **2025-02**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ 1.0978 |
| 2 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.0860 |
| 3 | Air Systems Service & Construction<br>10381 Old Placerville Rd., Ste. 100<br>Sacramento, CA 95827 | $ 1.2544 |
| 4 | Angeles Contractor, Inc.<br>783 Phillips Drive<br>City of Industry, CA 91748 | $ 1.1200 |
| 5 | Marvulli, Inc.<br>1005 E. Childs Ave., Ste. A<br>Merced, CA 95341 | $ 1.1118 |
| ✓ 6 | R.F. Koerber Inc.<br>P.O. Box 3822<br>Paso Robles, CA 93447 | $ 1.0971 |
| 7 | | $ |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 3:30 p.m. on August 22, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Tom Skinner
for

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

# BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

PROJECT: **FACILITIES-S**

DEPARTMENT: **PUBLIC WORKS, FACILITIES AND PARKS**

PROJECT NO.: **2025-03**

| | Bidders | Total Bid Amount |
|---|---|---|
| 1 | Newton Construction & Management<br>2436 Broad Street<br>San Luis Obispo, CA 93401 | $ 1.0978 |
| 2 | Quincon Inc.<br>P.O. Box 1029<br>Grover Beach, CA 93483 | $ 1.0860 |
| 3 | Air Systems Service & Construction<br>10381 Old Placerville Rd., Ste. 100<br>Sacramento, CA 95827 | $ 1.2544 |
| 4 | Angeles Contractor, Inc.<br>783 Phillips Drive<br>City of Industry, CA 91748 | $ 1.1000 |
| 5 | Marvulli, Inc.<br>1005 E. Childs Ave., Ste. A<br>Merced, CA 95341 | $ 1.1058 |
| 6 | R.F. Koerber Inc.<br>P.O. Box 3822<br>Paso Robles, CA 93447 | $ 1.0971 |
| 7 | | $ |
| 8 | | $ |

Certification: I certify that bids listed above were opened, examined, and declared by me at 3:30 p.m. on August 22, 2025, in the Clerk of the Boards Office – Board Chambers, 1st Floor, Government Center, Salinas, CA.

Tom Skinner for

Sonia De La Rosa, Purchasing Agent

By _____
Deputy Purchasing Agent

Docusign Envelope ID: EDAF63FC-5F59-4C05-A5A8-33C09E77F26F

# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and CATO'S GENERAL ENGINEERING, INC. DBA CATO'S PAVING, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. TRAFFIC STRIPING AND SIGNING 2025-01**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Traffic Striping and Signing Agreement upon written execution of this Contract, Agreement will commence when the active JOC Traffic

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Striping and Signing Agreement meets maximum amount payable or after the one-year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$2,000,000** for the **JOC TRAFFIC STRIPING AND SIGNING 2025-01.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1000 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1000 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1000 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1000 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Traffic Striping and Signing, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

Docusign Envelope ID: EDAF63FC-5F59-4C05-A5A8-33C09E77F26F

- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. TRAFFIC STRIPING AND SIGNING 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Docusign Envelope ID: EDAF63FC-5F59-4C05-A5A8-33C09E77F26F

**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 10:44 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:21 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: CATO'S GENERAL ENGINEERING, INC. DBA CATO'S PAVING**

**By:** 3D67057A8544415...

**Name:** Claudio Alejandro Ollarzabal Garcia

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/9/2025 | 2:17 PM PDT

**& By:** Alfonso C. Villanueva D7A3B628C7BC469...

**Name:** Alfonso C. Villanueva

**Title:** CFO
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/5/2025 | 11:22 AM PDT

**COMPANY ADDRESS**:
22302 Hathaway Avenue
Hayward, CA 94541

**Contractor's License Type**: A

**License Number:** 1000087

**License Expiration Date:** January 31, 2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Docusign Envelope ID: D949AEC8-3B55-4834-A909-26FEE0326302

Bond #: GRCA71417

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Cato's General Engineering, Inc. dba Cato Paving

as "CONTRACTOR", for the following project (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. TRAFFIC STRIPING AND SIGNING 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. TRAFFIC STRIPING AND SIGNING 2025-02;**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Cato's General Engineering, Inc. dba Cato Paving as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Two Million Dollars ($2,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey

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and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Cato's General Engineering, Inc. dba Cato Paving
Principal

By: _____

Title: Alfonso C Villanueva CFO

*(Corporate Seal)* Granite Re, Inc. dba Granite Surety Insurance Company
Surety

By: _____

Title: Kenneth D. Whittington, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

## ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of Alameda

On this 9th day of Sept., 2025, before me Sia Norouzi / Notary Public personally appeared
*Here insert Name and Title of Officer*

Alfonso C. Villanueva, who proved to me on the basis of satisfactory evidence to be the person
*Name of Signer*

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

SIA NOROUZI
Notary Public - California
Alameda County
Commission # 2495586
My Comm. Expires Jul 27, 2028

I certify under the 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 Sia Norouzi
Signature of Notary Public

---

## ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 4 day of September, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

LAUREN N. SMITH
NOTARY PUBLIC
STATE OF OKLAHOMA
COMMISSION #24014065
EXP. 11/12/28

Lauren N. Smith
Notary Public

Docusign Envelope ID: EDAF63FC-5F59-4C05-A5A8-33C09E77F26F

# GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 9th, 2025.

Kyle P. McDonald, Assistant Secretary

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Docusign Envelope ID: D949AEC8-3B55-4834-A909-26FEE0326302

Bond #: GRCA71417

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Cato's General Engineering, Inc. dba Cato Paving

as CONTRACTOR, a Contract for the following (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. TRAFFIC STRIPING AND SIGNING 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. TRAFFIC STRIPING AND SIGNING 2025-02;**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Cato's General Engineering, Inc. dba Cato Paving

as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Two Million Dollars (**$2,000,000**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

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This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Cato's General Engineering, Inc. dba Cato Paving
Principal

By: _____

Title: Alfonso C Villanueva CFO

*(Corporate Seal)* Granite Re, Inc. dba Granite Surety Insurance Company
Surety

By: _____

Title: Kenneth D. Whittington, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

## ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of Alameda

On this 9th day of Sept., 20 25, before me Sia Norouzi / Notary Public personally appeared
*Here insert Name and Title of Officer*

Alfonso C. Villanueva, who proved to me on the basis of satisfactory evidence to be the person
*Name of Signer*

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

SIA NOROUZI
Notary Public - California
Alameda County
Commission # 2495586
My Comm. Expires Jul 27, 2028

WITNESS my hand and official seal.

Signature Sia Norouzi
Signature of Notary Public

---

## ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 4 day of September, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

LAUREN N. SMITH
NOTARY PUBLIC
STATE OF OKLAHOMA
IN AND FOR
#24014065
EXP. 11/12/28

Lauren N. Smith
Notary Public

Docusign Envelope ID: EDAF63FC-5F59-4C05-A5A8-33C09E77F26F

# GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 9th, 2025.

Kyle P. McDonald, Assistant Secretary

Docusign Envelope ID: EDAF63FC-5F59-4C05-A5A8-33C09E77F26F

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/11/2025

**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<br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 | CONTACT NAME: CLIENT CONTACT CENTER<br>PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664<br>E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM |

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FEDERATED MUTUAL INSURANCE COMPANY | 13935 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
CATO'S GENERAL ENGINEERING, INC., CATOS PAVING
22302 HATHAWAY AVE
HAYWARD, CA 94541-4861

**COVERAGES** **CERTIFICATE NUMBER: 708** **REVISION NUMBER: 7**

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 1887903 | 02/18/2025 | 02/18/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS & COMP/OP ACC | $1,000,000<br>$100,000<br>EXCLUDED<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | 1887903 | 02/18/2025 | 02/18/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per Person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per Accident) | $1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION | Y | Y | 1887904 | 02/18/2025 | 02/18/2026 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTHER<br>E.L EACH ACCIDENT<br>E.L DISEASE -EA EMPLOYEE<br>E.L DISEASE - POLICY LIMIT | |

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

**CERTIFICATE HOLDER**

COUNTY OF MONTEREY PUBLIC WORKS, FACILITIES AND PARKS 708 7
1441 SCHILLING PL FL 2
SALINAS, CA 93901-4543

**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

Nicholas R. Lower

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| FEDERATED MUTUAL INSURANCE COMPANY | | CATO'S GENERAL ENGINEERING, INC., CATOS PAVING<br>22302 HATHAWAY AVE<br>HAYWARD, CA 94541-4861 |
| POLICY NUMBER<br>SEE CERTIFICATE # 708.7 | | |
| CARRIER<br>SEE CERTIFICATE # 708.7 | NAIC CODE | EFFECTIVE DATE: SEE CERTIFICATE # 708.7 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: JOC TRAFFIC STRIPING AND SIGNING 2025-01
COMMERCIAL UMBRELLA POLICY PROVIDES EXCESS LIABILITY COVERAGE FOR THE FOLLOWING SCHEDULE OF UNDERLYING INSURANCE POLICIES: COMMERCIAL GENERAL LIABILITY POLICY, BUSINESS AUTO LIABILITY POLICY INSURED BY FEDERATED MUTUAL INSURANCE COMPANY PER THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES THE COUNTY OF MONTEREY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, WAIVER OF SUBROGATION ALSO INCLUDES THE COUNTY OF MONTEREY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2025

**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 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 | CONTACT NAME: Tammie Stamp |
|---|---|
| Leavitt Pacific Insurance Brokers, Inc.<br>License #0D79674<br>1570 The Alameda, Suite 101<br>San Jose CA 95126 | PHONE (A/C, No, Ext): (408)288-6262 FAX (A/C, No): (408)298-7635<br>E-MAIL ADDRESS: tammie-stamp@leavitt.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Cato's General Engineering,Inc. dba: Cato's Paving<br>22302 Hathaway Ave<br>Hayward CA 94541 | INSURER A : Everest Premier Insurance Company | 16045 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 Master **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 | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 7600018667251 | 2/19/2025 | 2/19/2026 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

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

RE: JOC TRAFFIC STRIPING AND SIGNING 2025-01
WC Waiver of Subrogation applies.

**CERTIFICATE HOLDER**

COUNTY OF MONTEREY PUBLIC
WORKS, FACILITIES, AND PARKS
1441 SCHILLING PLACE
SOUTH 2ND FLOOR
SALINAS, CA 93901

**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

Fred Stafford/MIEDWA

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

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

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

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

**SCHEDULE**

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHT FROM US PRIOR TO INJURY. | BLANKET WAIVER OF SUBROGATION |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **02/19/2025** Policy No. **7600018667251** Endorsement No. **001**

Insured: **Cato's General Engineering, Inc.**

Premium $ INCL.

Insurance Company: **Everest Premier Insurance Company**

Countersigned By: _____

**- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.**
**From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.**

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

# ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

A. WHO IS AN INSURED for ″bodily injury″ and ″property damage″ liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage ″auto″ liability insurance arising out of operation of a covered ″auto″ with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered ″auto″. This exception does not apply if the covered ″auto″ is a ″trailer″ connected to a covered ″auto″ you own.
(2) Your ″employee″ if the covered ″auto″ is owned by that ″employee″ or a member of his or her household.
(3) Someone using a covered ″auto″ while he or she is working in a business of selling, servicing, repairing, parking or storing ″autos″ unless that business is yours.
(4) Anyone other than your ″employees″, partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their ″employees″, while moving property to or from a covered ″auto″.
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered ″auto″ owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To ″loss″ which occurs prior to the date of your contract with such person or organization;
2. To ″loss″ arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To ″loss″ for any leased or rented ″auto″ when the lessor or his or her agent takes possession of the leased or rented ″auto″ or the policy period ends, whichever occurs first.

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# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

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.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
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 such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
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 such "insured".


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# BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| County of Monterey Public Works, Facilities and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 | Any coverage provided by this endorsement is limited to the road resurfacing, curbs and striping AT JOC Traffic Striping and Signing 2025-01 for the Certificate Holder. Subject to the terms and conditions of the policy, Additional Insureds also includes The County of Monterey, its officers, officials, agents, employees, and volunteers. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**
Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861


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# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| County of Monterey Public Works, Facilities and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 | See IL-F-40-00019 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**
Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861


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# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.

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**IL-F-40-00019 Extension Endorsement**

Any coverage provided by this endorsement is limited to the road resurfacing, curbs and striping AT JOC Traffic Striping and Signing 2025-01 for the Certificate Holder. Subject to the terms and conditions of the policy, Additional Insureds also includes The County of Monterey, its officers, officials, agents, employees, and volunteers.

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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POLICY NUMBER: 1887903

**COMMERCIAL GENERAL LIABILITY**
**CG 25 03 05 09**

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

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| Each construction project as required by written contract or written agreement. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.


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**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.


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**Federated Mutual Insurance Company**

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

# LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

**SCHEDULE**

| **Name and Address of Person(s) Or Organization(s):** |
|---|
| County of Monterey Public Works, Facilities<br>and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 |
| **Number of days advance notice for any reason other than non-payment of premium:** 30 |
| **Number of days advanced notice for non-payment of premium:** See Common Policy Conditions |

**Insured:** Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and CHRISP COMPANY, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. TRAFFIC STRIPING AND SIGNING 2025-02**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Traffic Striping and Signing Agreement upon written execution of this Contract, Agreement will commence when the active JOC Traffic Striping and Signing Agreement meets maximum amount payable or after the one-year

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expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$2,000,000** for the **JOC TRAFFIC STRIPING AND SIGNING 2025-02.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.2000 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.2000 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.3200 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.3200 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Traffic Striping and Signing, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. TRAFFIC STRIPING AND SIGNING 2025-02**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Docusign Envelope ID: E6CDBCF7-44CE-4506-944B-501C7682345D

**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 5:18 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:02 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: CHRISP COMPANY**

**By:** Signed by: Mark Chrisp D634957DD43143B...

**Name:** Mark Chrisp

**Title:** Vice President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/8/2025 | 10:25 AM PDT

**& By:** DocuSigned by: ROBERT BILOTTI D8D273339A224CB...

**Name:** Robert Bilotti

**Title:** CFO
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/9/2025 | 7:08 AM PDT

**COMPANY ADDRESS**:
P.O. Box 1368
Fremont, CA 94538

**Contractor's License Type**: A, C13, C32

**License Number:** 374600

**License Expiration Date:** May 31, 2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

Bond No. 57BCSJJ9161
Premium: $18,420.00

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Chrisp Company

as "CONTRACTOR", for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. TRAFFIC STRIPING AND SIGNING 2025-01;**

☒ **PROJECT NO. JOC 2025, BID NO. TRAFFIC STRIPING AND SIGNING 2025-02;**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Chrisp Company
as Principal, and Hartford Fire Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Two Million Dollars ($2,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey

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and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 10th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Chrisp Company

Principal

By: _____

Title: Officer,

*(Corporate Seal)* Hartford Fire Insurance Company

Surety

By: _____

Title: Shawndrae N. Johnston, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: E6CDBCF7-44CE-4506-944B-501C7682345D



# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa )

On SEP 10 2025 before me, Courtney Chew, Notary Public
(insert name and title of the officer)

personally appeared Shawndrae N. Johnston,
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.

COURTNEY CHEW
Notary Public - California
Contra Costa County
Commission # 2448287
My Comm. Expires May 29, 2027

Signature Courtney Chew (Seal)

Docusign Envelope ID: E6CDBCF7-44CE-4506-944B-501C7682345D



# POWER OF ATTORNEY

*Direct Inquiries, Bond Authenticity and Claims to:*
**THE HARTFORD**
**BOND, T-14**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
**Bond.Claims@thehartford.com**
*call:* **888-266-3488** *or fax:* **860-757-5835**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Name:** A J GALLAGHER RISK MGMNT SVCS LLC
**Agency Code:** 57-556107

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited*:*
Tina K. Nierenberg, Virginia L. Black, Brian F. Cooper, Susan Hecker, M. Moody, Maureen O'Connell, Kevin Re, Janet C. Rojo, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian, Courtney Chew, Maria D. Reynoso, Misty R. Hemje, Brittany Kavan, Thuyduong Le, Julia Ortega, Forrest Chamberlain, Salina Ko, Shawndrae N. Johnston, Harold Foy of WALNUT CREEK, California
their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

**STATE OF FLORIDA**
**COUNTY OF SEMINOLE** } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 10, 2025

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

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Docusign Envelope ID: D949AEC8-3B55-4834-A909-26FEE0326302



**PAYMENT BOND**
(Civil Code Section 9550)
Division 00610

Bond No. 57BCSJJ9161
Premium: Included in
Performance Bond

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Chrisp Company

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. TRAFFIC STRIPING AND SIGNING 2025-01;**

☒ **PROJECT NO. JOC 2025, BID NO. TRAFFIC STRIPING AND SIGNING 2025-02;**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Chrisp Company

as Principal, and Hartford Fire Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Two Million Dollars (**$2,000,000**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

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This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 10th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Chrisp Company

Principal

By: _____

Title: Officer,

*(Corporate Seal)* Hartford Fire Insurance Company

Surety

By: _____

Title: Shawndrae N. Johnston, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: E6CDBCF7-44CE-4506-944B-501C7682345D



# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa )

On SEP 10 2025 before me, Courtney Chew, Notary Public
(insert name and title of the officer)

personally appeared Shawndrae N. Johnston,
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.

COURTNEY CHEW
Notary Public - California
Contra Costa County
Commission # 2448287
My Comm. Expires May 29, 2027

Signature Courtney Chew (Seal)

Docusign Envelope ID: E6CDBCF7-44CE-4506-944B-501C7682345D



# POWER OF ATTORNEY

*Direct Inquiries, Bond Authenticity and Claims to:*
**THE HARTFORD**
**BOND, T-14**
**One Hartford Plaza**
**Hartford, Connecticut 06155**
**Bond.Claims@thehartford.com**
*call:* **888-266-3488** *or fax:* **860-757-5835**

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Name:** A J GALLAGHER RISK MGMNT SVCS LLC
**Agency Code:** 57-556107

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited*:*

Tina K. Nierenberg, Virginia L. Black, Brian F. Cooper, Susan Hecker, M. Moody, Maureen O'Connell, Kevin Re, Janet C. Rojo, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian, Courtney Chew, Maria D. Reynoso, Misty R. Hemje, Brittany Kavan, Thuyduong Le, Julia Ortega, Forrest Chamberlain, Salina Ko, Shawndrae N. Johnston, Harold Foy of WALNUT CREEK, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

**STATE OF FLORIDA**
**COUNTY OF SEMINOLE** } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 10, 2025.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/8/2025

**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**
Arthur J. Gallagher Risk Management Services, LLC
2121 N California Blvd Ste 350
Walnut Creek CA 94596

License#: 0D69293

**CONTACT NAME:** Certificate Department
**PHONE (A/C, No, Ext):** 925-299-1112 **FAX (A/C, No):** 925-953-6270
**E-MAIL ADDRESS:** CertRequests@ajg.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Starr Indemnity & Liability Company | 38318 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Chrisp Company
43650 Osgood Road
Fremont CA 94539

**COVERAGES** **CERTIFICATE NUMBER:** 1501616924 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | 1000025834241 | 12/1/2024 | 12/1/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Deductible | $ 2,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 50,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | Y | Y | 1000198720241 | 12/1/2024 | 12/1/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Comp/Coll | $ 2,000,000<br>$<br>$<br>$<br>$ 1,000 |
| A | **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | Y | Y | 1000587463241 | 12/1/2024 | 12/1/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 1000004442 | 12/1/2024 | 12/1/2025 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Chrisp Job # 15M.25.534 / Client Job # 00500 / Contract# 2025-02
RE: Traffic Striping and Signage 2025-02
LOCATION: Monterey, CA
ADDITIONAL INSURED(S): County of Monterey it's Officers, officials, directors & Employees and volunteers are included as additional insureds per endorsements attached. Primary and Waiver of Subrogation applies in favor of additional insureds per endorsements attached.
*Excess follows form in regard to GL, AL and EL

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

**CERTIFICATE HOLDER**

County of Monterey
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527

**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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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Additional information

GENERAL LIABILITY:

*Additional Insured if required by written contract per attached Form CG 185 (04/12) and CG 180 (04/12)
*Coverage IS Primary/Non-Contributory if required by written contract per attached CG 107 (04/11)
*Waiver of Subrogation if required by written contract per attached Form CG2404 0509

AUTOMOBILE LIABILITY:
Additional Insured if required by written contract per attached Form SICA 1016 (04/14)
Coverage IS Primary/Non-Contributory if required by written contract per attached SICA 1017 (02/12)
Waiver of Subrogation if required by written contract per attached Form CA 04 441013

WORKERS' COMPENSATION:
• Covered States: California, Nevada, Oregon
• Waiver of Subrogation if required by written contract attached Form WC 04 03 06

UMBRELLA LIABILITY:
***Underlying: General Liability, Automobile Liability and Employer's Liability.**


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Docusign Envelope ID: E6CDBCF7-44CE-4506-944B-501C7682345D

Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

# ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

**Policy Number:** 1000025834241 **Effective Date:** 12/01/2024
**Named Insured:** **Chrisp Company**

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION: AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -Exclusions, is amended to include the following additional exclusion;

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or,

(2) 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.

All other terms and conditions remain unchanged.


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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

# ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

**Policy Number:** 1000025834241 **Effective Date:** 12/01/2024
**Named Insured:** Chrisp Company

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

AS REQUIRED PER WRITTEN CONTRACT

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

AS REQUIRED PER WRITTEN CONTRACT

**ADDITIONAL PREMIUM:**

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.


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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

# Primary and Non-Contributory Condition

**Policy Number:** 1000025834241 **Effective Date:** 12/01/2024
**Named Insured:** Chrisp Company

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. SECTION IV – CONDITIONS,** condition **4. Other Insurance** is amended as follows:

**1.** The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

Steve Blakey
**Steve Blakey, President**

Nehemiah E. Ginsburg
**Nehemiah E. Ginsburg, General Counsel**


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POLICY NUMBER: 1000025834241

**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:** |
|---|
| Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss. |
| 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 above.


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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

# Amendment of Limits of Insurance (Per Project or Per Location Aggregate Limit)

**Policy Number:** 1000025834241 **Effective Date:** 12/1/2024 at 12:01 A.M.
**Named Insured:** Chrisp Company

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the following:

1.

| | |
|---|---|
| **[ ] Per Project General Aggregate Limit** | **$** |
| **[ ] Per Location General Aggregate Limit** | **$** |
| **[X] Per Project and Per Location General Aggregate Limit** | **$ 4,000,000** |

2.

| | |
|---|---|
| **[ ] Overall Policy Aggregate Limit** | **$** |

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. **SECTION III – LIMITS OF INSURANCE,** is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:

   **a.** Insureds;
   **b.** Claims made or "suits" brought; or
   **c.** Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

   **a.** Medical expenses under Coverage **C**;
   **b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
   **c.** Damages under Coverage **B**.

3. Persons or organizations making claims or bringing "suits".

4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".


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5. Subject to **2** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

6. Subject to **2** or **3** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   **a.** Damages under Coverage **A**; and
   **b.** Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one “occurrence”.

7. Subject to **5** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission by the owner.

8. Subject to **5** above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

9. Subject to **2, 4, 5, 6**, and/or **7** above, the Per Project Aggregate Limit is the most we will pay under Coverages **A, B**, and **C** combined for the sum of:

   a. Damages under Coverage A;
   b. Damages under Coverage B; and
   c. Medical expenses under Coverage C

   arising out of the any single Location described above.

10. Subject to 2, 4, 5, 6, and/or 7 above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:

    d. Damages under Coverage **A**;
    e. Damages under Coverage **B**; and
    f. Medical expenses under Coverage **C**

    arising out of the any single Location described above.

11. The Overall Policy Aggregate is the most we will pay in any policy period regardless of number of projects or locations.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

| | Limits of Insurance |
|---|---|
| General Aggregate Limit | $4,000,000 |
| Each Occurrence Limit | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $4,000,000 |



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| | |
|---|---|
| Personal & Advertising Injury Limit | $2,000,000 |
| Damage to Premises Rented to You | $1,000,000 |
| Medical Expense Limit | $ |
| Overall Policy Aggregate Limit Capped At | $10,000,000 |

IV. **SECTION V – DEFINITIONS:** is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

**Steve Blakey, President**

**Nehemiah E. Ginsburg, General Counsel**



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**Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522

# Additional Insured – Where Required Under Written Contract or Written Agreement Endorsement

**Policy Number:** 1000198720241 **Effective Date:** **12/01/2024** at 12:01 A.M.
**Named Insured:** Chrisp Company

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Business Auto Coverage Form

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

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, **A. Coverage**, **1. Who Is An Insured**, is amended to include the following:

**d.** Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

Steve Blakey

**Steve Blakey, President and Chief Executive Officer**

Nehemiah E. Ginsburg

**Nehemiah E. Ginsburg, General Counsel**



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Dallas, TX 1-866-519-2522

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

# INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

**Policy Number**: 1000198720241 **Effective Date:** **12/01/2024** at 12:01 AM
**Named Insured:** Chrisp Company

This policy is amended as follows:

**BUSINESS AUTO COVERAGE FORM**

**Section IV – Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

Steve Blakey

**Steve Blakey, President and Chief Executive Officer**

Nehemiah E. Ginsburg

**Nehemiah E. Ginsburg, General Counsel**


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POLICY NUMBER: 1000198720241

COMMERCIAL AUTO
CA 04 44 10 13

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

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

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:** Chrisp Company

**Endorsement Effective Date:** 12/01/2024

**SCHEDULE**

| **Name(s) Of Person(s) Or Organization(s):**<br>Where required by written contract or written agreement. |
|---|
| 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.


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

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

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

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

| Person or Organization | Job Description |
|---|---|
| Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss. | Where required by contract |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 12/01/2024 Policy No.: 1000004442 Endorsement No.:

Insured: Chrisp Company Premium:

Insurance Company: Starr Indemnity & Liability Company Countersigned by: _____

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and CATO'S GENERAL ENGINEERING, INC. dba CATO'S PAVING, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2025-01**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Roads & Bridges Agreement upon written execution of this Contract, Agreement will commence when the active JOC Roads & Bridges

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Agreement meets maximum amount payable or after the one-year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$6,210,093** for the **JOC ROADS & BRIDGES 2025-01 .** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1000 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1000 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1000 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1000 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. ROADS & BRIDGES 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 10:36 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:20 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: CATO'S GENERAL ENGINEERING, INC.**

**By:** Signed by: Claudio Alejandro Ollarzabal Garcia 3D67057A8544415...

**Name: Claudio Alejandro Ollarzabal Garcia**

**Title: President**
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/9/2025 | 2:22 PM PDT

**By:** DocuSigned by: Alfonso C. Villanueva D7A3B628C7BC469...

**Name: Alfonso C. Villanueva**

**Title: Chief Financial Officer**
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/9/2025 | 2:24 PM PDT

**COMPANY ADDRESS**:

22302 HATHAWAY AVENUE

HAYWARD, CA 94541

**Contractor's License Type**: A

**License Number:** 1000087

**License Expiration Date:** January 31, 2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Bond #: GRCA71416

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Cato's General Engineering, Inc. dba Cato Paving

as CONTRACTOR, a Contract for the following (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Cato's General Engineering, Inc. dba Cato Paving
as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Cato's General Engineering, Inc. dba Cato Paving
Principal

By: _____

Title: Alfonso C Villanueva CFO

*(Corporate Seal)* Granite Re, Inc. dba Granite Surety Insurance Company
Surety

By: _____

Title: Kenneth D. Whittington, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

## ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of Alameda

On this 9th day of Sept., 2025 before me SIA NOROUZI / notary Public
*Here insert Name and Title of Officer*
personally appeared Alfonso C. Villanueva
*Name of Signer*
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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.

SIA NOROUZI
Notary Public - California
Alameda County
Commission # 2495586
My Comm. Expires Jul 27, 2028

Signature Sia
Signature of Notary Public

---

## ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 4 day of September, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

LAUREN N. SMITH
NOTARY PUBLIC
STATE OF OKLAHOMA
#24014065
EXP. 11/12/28
IN AND FOR

Lauren N. Smith
Notary Public

Docusign Envelope ID: 1F049203-13B0-44D7-BF41-7EF6AD1EFF9A

# GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 9th, 2025.

Kyle P. McDonald, Assistant Secretary

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# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Cato's General Engineering, Inc. dba Cato Paving

as "CONTRACTOR", for the following project (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Cato's General Engineering, Inc. dba Cato Paving
as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Cato's General Engineering, Inc. dba Cato Paving
Principal

By: Alfonso C. Villanueva

Title: Alfonso C Villanueva, CFO

*(Corporate Seal)* Granite Re, Inc. dba Granite Surety Insurance Company
Surety

By: Kenneth D. Whittington

Title: Kenneth D. Whittington, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 1F049203-13B0-44D7-BF41-7EF6AD1EFF9A

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

## ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of Alameda

On this 9th day of Sept., 2025, before me Sia Norouzi / notary Public personally appeared
*Here insert Name and Title of Officer*

Alfonso C. Villanueva, who proved to me on the basis of satisfactory evidence to be the person
*Name of Signer*

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

SIA NOROUZI
Notary Public - California
Alameda County
Commission # 2495586
My Comm. Expires Jul 27, 2028

WITNESS my hand and official seal.

Signature Sia Norouzi
Signature of Notary Public

---

## ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 4 day of September, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

LAUREN N. SMITH
NOTARY PUBLIC
STATE OF OKLAHOMA
IN AND FOR
#24014065
EXP. 11/12/28

Lauren N. Smith
Notary Public

Docusign Envelope ID: 1F049203-13B0-44D7-BF41-7EF6AD1EFF9A

# GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 9th, 2025.

Kyle P. McDonald, Assistant Secretary

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/11/2025

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<br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 | CONTACT NAME: CLIENT CONTACT CENTER<br>PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664<br>E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM |
| | INSURERS AFFORDING COVERAGE — NAIC # |
| | INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 |
| INSURED<br>CATO'S GENERAL ENGINEERING, INC., CATOS PAVING<br>22302 HATHAWAY AVE<br>HAYWARD, CA 94541-4861 | INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER: 801** **REVISION NUMBER: 6**

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 1887903 | 02/18/2025 | 02/18/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS & COMP/OP ACC | $1,000,000<br>$100,000<br>EXCLUDED<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | 1887903 | 02/18/2025 | 02/18/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per Person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per Accident) | $1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION | Y | Y | 1887904 | 02/18/2025 | 02/18/2026 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTHER<br>E.L EACH ACCIDENT<br>E.L DISEASE -EA EMPLOYEE<br>E.L DISEASE - POLICY LIMIT | |

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

**SEE ATTACHED PAGE**

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| COUNTY OF MONTEREY PUBLIC WORKS, FACILITIES AND PARKS 801 6<br>1441 SCHILLING PL FL 2<br>SALINAS, CA 93901-4543 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Nicholas R. Tower |

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| FEDERATED MUTUAL INSURANCE COMPANY | | CATO'S GENERAL ENGINEERING, INC., CATOS PAVING<br>22302 HATHAWAY AVE<br>HAYWARD, CA 94541-4861 |
| POLICY NUMBER<br>SEE CERTIFICATE # 801.6 | | |
| CARRIER<br>SEE CERTIFICATE # 801.6 | NAIC CODE | EFFECTIVE DATE: SEE CERTIFICATE # 801.6 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: JOC ROADS & BRIDGES 2025-01
COMMERCIAL UMBRELLA POLICY PROVIDES EXCESS LIABILITY COVERAGE FOR THE FOLLOWING SCHEDULE OF UNDERLYING INSURANCE POLICIES: COMMERCIAL GENERAL LIABILITY POLICY, BUSINESS AUTO LIABILITY POLICY INSURED BY FEDERATED MUTUAL INSURANCE COMPANY PER THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES THE COUNTY OF MONTEREY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, WAIVER OF SUBROGATION ALSO INCLUDES THE COUNTY OF MONTEREY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2025

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 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 | CONTACT NAME: Tammie Stamp |
|---|---|
| Leavitt Pacific Insurance Brokers, Inc.<br>License #0D79674<br>1570 The Alameda, Suite 101<br>San Jose CA 95126 | PHONE (A/C, No, Ext): (408)288-6262 FAX (A/C, No): (408)298-7635<br>E-MAIL ADDRESS: tammie-stamp@leavitt.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Everest Premier Insurance Company | 16045 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Cato's General Engineering,Inc. dba: Cato's Paving
22302 Hathaway Ave
Hayward CA 94541

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 Master **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 | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 7600018667251 | 2/19/2025 | 2/19/2026 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JOC Roads & Bridges 2025-01
WC Waiver of Subrogation applies.

**CERTIFICATE HOLDER**

COUNTY OF MONTEREY PUBLIC
WORKS, FACILITIES, AND PARKS
1441 SCHILLING PLACE
SOUTH 2ND FLOOR
SALINAS, CA 93901

**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
Fred Stafford/MIEDWA

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

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

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

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

**SCHEDULE**

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHT FROM US PRIOR TO INJURY. | BLANKET WAIVER OF SUBROGATION |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **02/19/2025** Policy No. **7600018667251** Endorsement No. **001**

Insured: **Cato's General Engineering, Inc.**

Premium $ INCL.

Insurance Company: **Everest Premier Insurance Company**

Countersigned By: _____

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**From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.**

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

# ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

A. WHO IS AN INSURED for ″bodily injury″ and ″property damage″ liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage ″auto″ liability insurance arising out of operation of a covered ″auto″ with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered ″auto″. This exception does not apply if the covered ″auto″ is a ″trailer″ connected to a covered ″auto″ you own.
(2) Your ″employee″ if the covered ″auto″ is owned by that ″employee″ or a member of his or her household.
(3) Someone using a covered ″auto″ while he or she is working in a business of selling, servicing, repairing, parking or storing ″autos″ unless that business is yours.
(4) Anyone other than your ″employees″, partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their ″employees″, while moving property to or from a covered ″auto″.
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered ″auto″ owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To ″loss″ which occurs prior to the date of your contract with such person or organization;
2. To ″loss″ arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To ″loss″ for any leased or rented ″auto″ when the lessor or his or her agent takes possession of the leased or rented ″auto″ or the policy period ends, whichever occurs first.

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

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

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.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
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 such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
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 such "insured".


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# BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| County of Monterey Public Works, Facilities and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 | Any coverage provided by this endorsement is limited to the road resurfacing, curbs and striping at JOC Roads & Bridges 2025-01 for the Certificate Holder. Subject to the terms and conditions of the policy, Additional Insureds also includes The County of Monterey, its officers, officials, agents, employees, and volunteers. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**
Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861


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# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| County of Monterey Public Works, Facilities and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 | See IL-F-40-00018 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**
Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861

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

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.

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**IL-F-40-00018 Extension Endorsement**

Any coverage provided by this endorsement is limited to the road resurfacing, curbs and striping at JOC Roads & Bridges 2025-01 for the Certificate Holder. Subject to the terms and conditions of the policy, Additional Insureds also includes The County of Monterey, its officers, officials, agents, employees, and volunteers.

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| Each construction project as required by written contract or written agreement. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.


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**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.


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**Federated Mutual Insurance Company**

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

# LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

**SCHEDULE**

| **Name and Address of Person(s) Or Organization(s):** |
|---|
| County of Monterey Public Works, Facilities<br>and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 |
| **Number of days advance notice for any reason other than non-payment of premium:** 30 |
| **Number of days advanced notice for non-payment of premium:** See Common Policy Conditions |

**Insured:** Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and THE DON CHAPIN COMPANY, INC., hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2025-02**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Roads & Bridges Agreement upon written execution of this Contract, Agreement will commence when the active JOC Roads & Bridges Agreement meets maximum amount payable or after the one-year expiration date, whichever

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comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$6,210,093** for the **JOC ROADS & BRIDGES 2025-02.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1200 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.0500 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1200 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.0500 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. ROADS & BRIDGES 2025-02**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/10/2025 | 1:10 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E70EE64E574545B...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 2:01 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: THE DON CHAPIN COMPANY, INC.**

**By:** Signed by: Caroline D. Chapin D10923211F5048A...

**Name: Caroline D. Chapin**

**Title: EVP-Chief Operating Officer**
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/7/2025 | 5:41 PM PDT

**By:** DocuSigned by: ROSALINDA POLLOCK EF2E81ABE916402...

**Name: Rosalinda Pollock**

**Title: Corporate Secretary**
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/8/2025 | 8:30 AM PDT

**COMPANY ADDRESS**:

560 CRAZY HORSE CANYON ROAD

SALINAS, CA 93907-8434

**Contractor's License Type**: A, B, C21, HAZ, C42

**License Number:** 406512

**License Expiration Date:** June 30, 2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

Bond: #108252884
Premium Included with Performance Bond

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

The Don Chapin Company, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we The Don Chapin Company, Inc.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* The Don Chapin Company, Inc.
Principal

By: _____

Title: EVP-Chief Operating Officer

*(Corporate Seal)* Travelers Casualty and Surety Company of America
Surety

By: _____

Title: Christine A. Williams, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christine A. Williams** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of **each of the Companies**, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of **said Companies** by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of **each of the Companies**, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of **each of the Companies**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **August**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

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**CALIFORNIA ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz

On August 27, 2025 *Date* before me, Emmily Suzanne Montoya, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Christine A Williams *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/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.

EMMILY SUZANNE MONTOYA
Notary Public - California
Santa Cruz County
Commission # 2426755
My Comm. Expires Nov 15, 2026

*Place Notary Seal and/or Stamp Above*

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*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Payment Bond

Document Date: August 27, 2025 Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

Bond: #108252884
Premium: $30,707.00

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

The Don Chapin Company, Inc.

as "CONTRACTOR", for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we The Don Chapin Company, Inc.

as Principal, and Travelers Casualty and Surety Company of America

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* The Don Chapin Company, Inc.
Principal

By: _____

Title: Exp. Chief Operating Officer

*(Corporate Seal)* Travelers Casualty and Surety Company of America
Surety

By: _____

Title: Christine A. Williams, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christine A. Williams** of **WATSONVILLE** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of **each of the Companies**, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of **said Companies** by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of **each of the Companies**, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of **each of the Companies**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **August** , **2025** .

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

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**CALIFORNIA ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz

On August 27, 2025 *Date* before me, Emmily Suzanne Montoya, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Christine A Williams *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/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.

EMMILY SUZANNE MONTOYA
Notary Public - California
Santa Cruz County
Commission # 2426755
My Comm. Expires Nov 15, 2026

*Place Notary Seal and/or Stamp Above*

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*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Performance Bond

Document Date: August 27, 2025 Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2025

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 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 LIC #0L72977 1-831-724-3841<br>McSherry & Hudson<br><br>35 Penny Lane, Suite 6<br>P. O. Box 2690<br>Watsonville, CA 95076 USA | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>THE DON CHAPIN COMPANY INC.<br><br>560 CRAZY HORSE CANYON ROAD<br><br>SALINAS, CA 93907 USA | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: ZURICH AMERICAN INS CO — 16535<br>INSURER B: STARR IND & LIAB CO — 38318<br>INSURER C: PACIFIC INS CO LTD — 10046<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** 752230335 **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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Contractual Liability<br>[ ]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC | X | X | GLO 9674277-14 | 10/01/24 | 10/01/25 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 5,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 5,000,000<br>$ 10,000,000<br>$ 10,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS<br>[X] Contractual | X | X | BAP 9674279-14 | 10/01/24 | 10/01/25 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 5,000,000<br>$<br>$<br>$<br>$ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | X | | 1000584666241 | 10/01/24 | 10/01/25 | EACH OCCURRENCE<br>AGGREGATE<br>FOLLOW FORM | $ 3,000,000<br>$ 3,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | WC 9674280-16 | 10/01/24 | 10/01/25 | [X] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Pollution/Professional | | | 13 CPI GF0051 | 11/15/24 | 10/01/25 | Per Occurrence<br>Aggregate | 2,000,000<br>2,000,000 |

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

RE: JOC 2025, BID NO. Roads & Bridges 2025-02
The County of Monterey, its officers, officials, agents, employees, and volunteers are named as Additional Insureds; per the attached forms.

GL PER ISO FORM CG0001 04/13; AL PER ISO FORM CA0001 10/13

**CERTIFICATE HOLDER**

County of Monterey
Department of Public Works, Facilities and Parks

1441 Schilling Place South - 2nd Floor

Salinas, CA 93901-4527
USA

**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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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/27/2025

NAME OF INSURED: THE DON CHAPIN COMPANY INC.

SUPP (10/00)

Docusign Envelope ID: 186E35DF-94CA-46B6-84CF-D4307B063757



ZURICH

# Additional Insured – Automatic – Owners, Lessees Or Contractors

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. **GLO9674277-14** | Effective Date: **10/01/2024** |

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

**1.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

**b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

**(1)** Your ongoing operations, with respect to Paragraph **1.a.** above; or

**(2)** "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

**(a)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**2.** If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

**a.** The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

**b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,



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in the performance of:

**(a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or

**(b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

**(i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

**(ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

**(1)** Your acts or omissions; or

**(2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

**(a)** Only applies to the extent permitted by law;

**(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

**(c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

**4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

**a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

**b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

**(1)** Only applies to the extent permitted by law;

**(2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

**(3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and



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**(4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

**B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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; or

**2.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**(1)** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**(2)** We receive written notice of a claim or "suit" as soon as practicable; and

**(3)** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** Solely with respect to the coverage provided by this endorsement:

**1.** The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.



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**F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

**Additional Insured – Automatic – Owners, Lessees Or Contractors Limit**

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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POLICY NUMBER: **GLO9674277-14**

**COMMERCIAL GENERAL LIABILITY**
**CG 25 03 05 09**

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

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| |
|---|
| **Designated Construction Project(s): A General Aggregate Limit applies to each construction project where the Named Insured is performing operations, however, a General Aggregate Limit does not apply to any construction project where the Named Insured is performing operations that are insured under a wrap up or any other consolidated or similar insurance program.** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   **a.** Insureds;
   **b.** Claims made or "suits" brought; or
   **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.


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**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



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POLICY NUMBER: **GLO9674277-14**

**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:** |
| --- |
| **ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.** |
| 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 above.


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# Blanket Notification to Others of Cancellation or Non-Renewal

| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|---|---|
| Policy No. **GLO 9674277-14** | Effective Date: **10/01/2024** |

This endorsement applies to insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.



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**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

| **SCHEDULE** | |
|---|---|
| The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days: | 15* |
| The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days: | 30** |
| * If a number is not shown here, 10 days continues to apply.<br>** If a number is not shown here, 30 days continues to apply. | |

All other terms and conditions of this policy remain unchanged.



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# Coverage Extension Endorsement

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| BAP 9674279-14 | 10/01/2024 | 10/01/2025 | 10/01/2024 | McSherry&Hudson | | |

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

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**
**Motor Carrier Coverage Form**

**A. Amended Who Is An Insured**

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   **a.** Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   **c.** Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   **d.** Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

**B. Amendment – Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

**(2)** Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.



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**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

**1.** The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2.** The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

**b.** Any:

**(1)** Overdue lease or loan payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Security deposits not returned by the lessor;

**(4)** Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

**(5)** Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

**Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:



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**(1)** Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

**(2)** Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

**I. Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

**Personal Effects Coverage**

**a.** We will pay up to $750 for "loss" to personal effects which are:

**(1)** Personal property owned by an "insured"; and

**(2)** In or on a covered "auto".

**b.** Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

**(1)** The reasonable cost to replace; or

**(2)** The actual cash value.

**c.** The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

**(1)** Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

**(2)** Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

**(3)** Paintings, statuary and other works of art.

**(4)** Contraband or property in the course of illegal transportation or trade.

**(5)** Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

**J. Tapes, Records and Discs Coverage**

**1.** The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

**2.** The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

**(a)** Are the property of an "insured"; and

**(b)** Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".



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**K. Airbag Coverage**

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

   **Temporary Substitute Autos – Physical Damage**

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   **Temporary Substitute Autos – Physical Damage**

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any



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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

**(1)** How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

**(1)** Fail to disclose any hazards existing at the inception date of this Coverage Form; or

**(2)** Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

**(5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



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**U. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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# Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| BAP9674279-14 | 10/01/2024 | 10/01/2025 | 10/01/2024 | 71235000 | INCL | |

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

This endorsement modifies insurance provided under the:

**Commercial Automobile Coverage Part**

**A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

**B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

**C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

**D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



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Policy #:WC 9674280-16



# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

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

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

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

**Schedule**

| Person or Organization | Job Description |
|---|---|
| ALL PERSONS AND/OR ORGANIZATION THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION. | ALL CA OPERATIONS |

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## BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

### PART SIX
### CONDITIONS

**Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **10/01/2024** Policy No. **WC9674280-16** Endorsement No.
Insured: **Per Schedule on File** Premium $

Insurance Company:
**Zurich American Insurance Company**


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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Roads & Bridges Agreement upon written execution of this Contract, Agreement will commence when the active JOC Roads & Bridges

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Agreement meets maximum amount payable or after the one-year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$6,210,093** for the **JOC ROADS & BRIDGES 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1450 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 0.9500 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1450 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 0.9500 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. ROADS & BRIDGES 2025-03**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

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**COUNTY OF MONTEREY**

**By:**
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR:** **A. TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION**

**By:** DocuSigned by: Jim Gallagher 9D11FEBB7CE7401...

**Name: Jim Gallagher**

**Title: VP & Regional Manager, Bay Area**
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/4/2025 | 4:27 PM PDT

**By:** DocuSigned by: Paula D. James 54F9A57420D5487...

**Name: Paula D. James**

**Title: Assistant Secretary**
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/4/2025 | 4:41 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A1B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/9/2025 | 1:01 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454E6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 1:50 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

5200 FRANKLIN DRIVE, SUITE 115

PLEASANTON, CA 94588

**Contractor's License Type**: A, B, C16, C27, HAZ

**License Number:** 8

**License Expiration Date:** April 30, 2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Bond Number: 070226735
Premium: Incl. w/Performance Bond

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

A. Teichert & Son, Inc. dba Teichert Construction

as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
- ☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we A. Teichert & Son, Inc. dba Teichert Construction

as Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* A. Teichert & Son, Inc. dba Teichert Construction

Principal

By: _____

Title: JIM GALLAGHER - VP & REGIONAL MGR., BAY AREA

*(Corporate Seal)* Liberty Mutual Insurance Company

Surety

By: _____

Natalie K. Trofimoff

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**Civil Code § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )
) ss
County of Los Angeles )

On AUG 27 2025, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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: _____
Patricia Arana, Notary Public

(Seal)

PATRICIA ARANA
Notary Public - California
Los Angeles County
Commission # 2401773
My Comm. Expires Apr 23, 2026

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213811-977459

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Autumn Stockton; C. K. Nakamura; Carlos A. Albelo; E. S. Albrecht, Jr.; Elizabeth Perison; Jessica Rosser; Lisa L. Thornton; Maria Pena; Natalie K. Trofimoff; Noemi Quiroz; Patricia S. Arana; S. Nicole Evans; Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this _____ day of AUG 27 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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EXECUTED IN DUPLICATE

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

Bond Number: 070226735
Premium: $18,630.00

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

A. Teichert & Son, Inc. dba Teichert Construction

as "CONTRACTOR", for the following project (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
  OR
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
  OR
- ☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03**
  OR
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04**
  OR
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05**
  OR
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we A. Teichert & Son, Inc. dba Teichert Construction

as Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* A. Teichert & Son, Inc. dba Teichert Construction

Principal

By: _____

Title: JIM GALLAGHER - VP & REGIONAL MGR., BAY AREA

*(Corporate Seal)* Liberty Mutual Insurance Company

Surety

By: _____

Natalie K. Trofimoff

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

**Civil Code § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )
) ss
County of Los Angeles )

On AUG 27 2025, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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: _____
Patricia Arana, Notary Public

(Seal)

PATRICIA ARANA
Notary Public - California
Los Angeles County
Commission # 2401773
My Comm. Expires Apr 23, 2026

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213811-977459

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Autumn Stockton; C. K. Nakamura; Carlos A. Albelo; E. S. Albrecht, Jr.; Elizabeth Perison; Jessica Rosser; Lisa L. Thornton; Maria Pena; Natalie K. Trofimoff; Noemi Quiroz; Patricia S. Arana; S. Nicole Evans; Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this AUG 27 2025 day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2025

**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**
Arthur J. Gallagher Risk Management Services, LLC
595 Market Street, Suite 2100
San Francisco CA 94105
License#: 0D69293

**CONTACT NAME:** Certificate Requests
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**
**E-MAIL ADDRESS:** GSC_Construction_Certrequests@AJG.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Property Casualty Co of America | 25674 |
| INSURER B : Navigators Specialty Insurance Company | 36056 |
| INSURER C : Indian Harbor Insurance Company | 36940 |
| INSURER D : Great American Insurance Company | 16691 |
| INSURER E : Beazley Excess and Surplus Insurance, Inc. | 17520 |
| INSURER F : | |

**INSURED**
A. Teichert & Son, Inc.
dba Teichert Construction
PO Box 15002
Sacramento CA 95851
TEICINC-01

**COVERAGES** **CERTIFICATE NUMBER:** 138354989 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | VTJEXGL4R630541TIL25 | 3/31/2025 | 3/31/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>SIR | $ 2,000,000<br>$ 1,000,000<br>$ Excluded<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 750,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | Y | VTJEAP4R630553TIL25 | 3/31/2025 | 3/31/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>SIR | $ 5,000,000<br>$<br>$<br>$<br>$ 500,000 |
| B | [ ] **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | LA25EXCZ0D5GMIC | 3/31/2025 | 3/31/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | VTWXJUB4R63056525 | 3/31/2025 | 3/31/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C<br>E<br>D | Pollution* & Professional**<br>Cyber Risk Liability<br>Crime | Y | Y | CEO744636007<br>D1E433250901<br>SAAE5679630600 | 3/31/2025<br>3/31/2025<br>3/31/2025 | 3/31/2026<br>3/31/2026<br>3/31/2026 | Ea Claim/Agg/SIR<br>Per Claim/Deductible<br>Per Claim/Deductible | $5M/$5M/$250k<br>$5M/$750k<br>$10M/$100k |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
*Pollution Liability is Occurrence. **Professional Liability is Claims Made.

When required by written contract, additional insured status with primary coverage applies to General & Auto Liability and waiver of subrogation applies to General Liability, Automobile Liability and Excess Workers' Compensation, all per the attached endorsements.

XCU, Contractual Liability, and "Broad Form Property Damage" are included per General Liability Form.

Excess Liability is follow form.
See Attached...

**CERTIFICATE HOLDER**

County of Monterey
1441 Schilling Place, 2nd Floor
Salinas CA 93901

**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**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

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**AGENCY CUSTOMER ID:** TEICINC-01

**LOC #:**

# ADDITIONAL REMARKS SCHEDULE



| | |
|---|---|
| **AGENCY** Arthur J. Gallagher Risk Management Services, LLC | **NAMED INSURED** A. Teichert & Son, Inc.<br>dba Teichert Construction<br>PO Box 15002<br>Sacramento CA 95851 |
| **POLICY NUMBER** | |
| **CARRIER** / **NAIC CODE** | **EFFECTIVE DATE:** |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Named Insured is a California qualified self-insurer registered under #1867.

The Workers' Compensation Policy provides Excess Workers' Compensation / Employer's Liability coverage excess of a $750,000 SIR.

Notice of cancellation applies per the attached endorsements.

RE: Job#: 12454.00, Job: Monterey JOC ROADS & BRIDGES 2025-03
ADDITIONAL INSURED(S): The County of Monterey, its officers, officials, employees, agents, and volunteers.



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

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**PROVISIONS**

**1.** The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**2.** The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.


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# BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

**a.** You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

**b.** Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

**a.** Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

**b.** Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

**(1)** If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

**(a)** The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

**(b)** Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

**(2)** If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

**(a)** The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

**(b)** Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

**(3)** If neither Paragraph **(1)** nor **(2)** above applies:

**(a)** The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

**(b)** Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

**a.** If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.


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POLICY NUMBER: VTJ-EXGL-4R630541-TIL-25 ISSUE DATE: 04-09-25

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

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** **Number of Days Notice:** 60

**PERSON OR ORGANIZATION:**
Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

**ADDRESS:**
The address for that person or organization included in such written request from you to us.

**PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.


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

# XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**A.** Who Is An Insured – Unnamed Subsidiaries

**B.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

**C.** Incidental Medical Malpractice

**D.** Blanket Waiver Of Subrogation

**E.** Contractual Liability – Railroads

**F.** Damage To Premises Rented To You

**PROVISIONS**

**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

**a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

**a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or

**b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

**a.** An organization other than a partnership, joint venture or limited liability company; or

**b.** A trust;

as indicated in its name or the documents that govern its structure.

**B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

**a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

**b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".


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**C. INCIDENTAL MEDICAL MALPRACTICE**

**1.** The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**2.** The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**3.** The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

**4.** The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

**5.** The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

**6.** The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

**1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;


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**2.** Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

**a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or

**b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.


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TRAVELERS

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 92 (00)**

POLICY NUMBER: **VTWXJUB4R63056525**

# EXCESS WORKERS COMPENSATION
# AND
# EMPLOYERS LIABILITY POLICY

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover any indemnifications we have made under this policy 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 endorsement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**Designated Person Or Organization**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED
HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO
LOSS TO TO FURNISH THIS WAIVER**

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TRAVELERS

**WORKERS COMPENSATION**
**AND**
**EMPLOYERS LIABILITY POLICY**
**ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER: **VTWXJUB4R63056525**

# NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX CONDITIONS**:

**Notice Of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

| **Name and Address of Designated Persons or Organizations:** | **Number of Days Notice** |
|---|---|
| ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:<br><br>1. YOU SEE TO IT THAT WE RECEIVE WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND<br><br>2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.<br><br>THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US. | 30 |


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

# BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

**A. BROAD FORM NAMED INSURED**

**B. BLANKET ADDITIONAL INSURED**

**C. EMPLOYEE HIRED AUTO**

**D. EMPLOYEES AS INSURED**

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

**G. WAIVER OF DEDUCTIBLE – GLASS**

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

**J. PERSONAL PROPERTY**

**K. AIRBAGS**

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

**M. BLANKET WAIVER OF SUBROGATION**

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

## PROVISIONS

### A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

### C. EMPLOYEE HIRED AUTO

**1.** The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2.** The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your


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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**1.** The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(2)** Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**2.** The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**(5)** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

**(a)** With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

**(i)** You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

**(ii)** Neither you nor any other involved "insured" will make any settlement without our consent.

**(iii)** We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

**(iv)** We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

**(v)** We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

**(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

**(c)** This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.


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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

**(d)** It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** :

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

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

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

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

**Personal Property**

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

**(1)** Owned by an "insured"; and

**(2)** In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

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

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

**a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

**b.** The airbags are not covered under any warranty; and

**c.** The airbags were not intentionally inflated.

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

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

**(a)** You (if you are an individual);

**(b)** A partner (if you are a partnership);

**(c)** A member (if you are a limited liability company);

**(d)** An executive officer, director or insurance manager (if you are a corporation or other organization); or

**(e)** Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by


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such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.


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POLICY NUMBER: **VTJEAP4R630553TIL25** ISSUE DATE: **04-25-23**

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

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** **Number of Days Notice:** **30**

**PERSON OR ORGANIZATION:**

**ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:**
**1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND**
**2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.**

**ADDRESS:**

**THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.**

**PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.


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**Contracting Activity(ies)** **E.** means any general construction activity performed by or on behalf of the **Named Insured**.

**Design Professional** **F.** means any person or entity that is legally qualified, certified or licensed to perform services which are covered by **Design Professional's Insurance**, including subcontractors and subconsultants at any tier.

**Design Professional's Insurance** **G.** means all architects and engineers, or contractors professional liability insurance policies which insure a **Design Professional**.

**Design Professional Services** **H.** means services that any **Design Professional**:

1. agreed to perform pursuant to a written contract with the **Insured**;
2. which are included within the **Professional Activities and Duties** that the **Insured** agreed to perform in a written contract; and
3. which are covered by **Design Professional's Insurance**.

**Emergency Remediation Expense** **I.** means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a **Pollution Condition** at a **Job Site** resulting from the rendering or failure to render **Contracting Activities**.

**Environmental Damage** **J.** means physical damage in or upon land, the atmosphere, watercourse, body of water or groundwater, caused by a **Pollution Condition** and resulting in **Remediation Expense.**

**Insured** **K.** means each of the following:

1. the **Named Insured;**
2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
5. any **Predecessor in Interest;**
6. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
   a. coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or **Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and


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b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;

7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;

8. With regard to Section 1: What We Cover D.1., the **Client**, but only:

   a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and

   b. with respect to the **Client**'s vicarious liability resulting from your **Contracting Activity**.

9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:

   a. a **Pollution Condition** caused by your **Contracting Activity**; and

   b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**

   provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

**Insured Contract** **L.** means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.


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4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

**Severability** **M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

**Sole Agent** **N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

**Subrogation** **O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.

**Territory** **P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.


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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and GRANITE ROCK COMPANY, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2025-04**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Roads & Bridges Agreement upon written execution of this Contract, Agreement will commence when the active JOC Roads & Bridges Agreement meets maximum amount payable or after the one-year expiration date, whichever

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comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$6,210,093** for the **JOC ROADS & BRIDGES 2025-04.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1350 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.0000 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1350 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.0000 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. ROADS & BRIDGES 2025-04**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

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**COUNTY OF MONTEREY**

**By:**
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BAZ2D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/10/2025 | 1:06 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz 570EE64E67A54F0...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 1:59 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: GRANITE ROCK COMPANY**

**By:** DocuSigned by: Rob Snyder B4E473701BCD4DC...

**Name: Rob Snyder**

**Title: Executive Vice President**
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/8/2025 | 4:39 PM PDT

**By:** _____

**Name:** _____

**Title:** _____
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** _____

**COMPANY ADDRESS**:

5225 HELLYER AVENUE, SUITE 220

SAN JOSE, CA 95138

**Contractor's License Type**: A, B, C12, HAZ

**License Number:** 22

**License Expiration Date:** April 30, 2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

Bond No.:30249269
Premium: Included in Perf. Bond

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Granite Rock Company

as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**
- ☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Rock Company

as Principal, and The Continental Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars ($6,210,093), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 29th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Granite Rock Company

Principal

By: _____

Title: Peter Lemon, President & CEO

*(Corporate Seal)* The Continental Insurance Company

Surety

By: _____

Title: Rossio Polio, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Francisco )

On 08/29/2025 before me, Nathalia P. Sholl , Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Rossio Polio
*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/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.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: Rossio Polio | Signer's Name: |
| ☐ Corporate Officer — Title(s): | ☐ Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☒ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |

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T06

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Mark M Munekawa, Kelly Holtemann, Nerissa S Bartolome, Patrick R Diebel, Yvonne Roncagliolo, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Karen Rhodes, Andrew S Holloway, Rossio Polio, Christopher M Howell, Lucy M Dunham, Kathleen Earle, Erica Li, Nathalia P Sholl, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of December, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 29th day of August, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasuretv.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

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**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz

On 9/02/2025 (Date) before me, Gladys Lee, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Peter Lemon (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/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.

GLADYS DIANA LEE
COMM # 2387209
MONTEREY County
California - Notary Public
Comm. Exp. Dec. 17, 2025

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 Gladys D. Lee
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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E06 ocusign Envelope ID: D94D4558-0F27-4F1C-9BAD-4334B6FE6315

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

Bond No.:30249269
Premium: $18,630.00

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Granite Rock Company

as "CONTRACTOR", for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03**
OR

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Granite Rock Company

as Principal, and The Continental Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars ($6,210,093), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 29th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Granite Rock Company

Principal

By: _____

Title: Peter Lemon, President & CEO

*(Corporate Seal)* The Continental Insurance Company

Surety

By: _____

Title: Rossio Polio, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Francisco )

On 08/29/2025 before me, Nathalia P. Sholl , Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Rossio Polio
*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/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.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rossio Polio
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Mark M Munekawa, Kelly Holtemann, Nerissa S Bartolome, Patrick R Diebel, Yvonne Roncagliolo, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Karen Rhodes, Andrew S Holloway, Rossio Polio, Christopher M Howell, Lucy M Dunham, Kathleen Earle, Erica Li, Nathalia P Sholl, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of December, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 29th day of August, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

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**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

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**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

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State of California
County of Santa Cruz

On 9/02/2025 (Date) before me, Gladys Lee, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Peter Lemon (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/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.

GLADYS DIANA LEE
COMM # 2387209
MONTEREY County
California - Notary Public
Comm. Exp. Dec. 17, 2025

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 Gladys D. Lee
Signature of Notary Public

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2025

**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**
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

**CONTACT NAME:** Chris Kelley
**PHONE (A/C, No, Ext):** 415-402-6521 **FAX (A/C, No):** 415-989-9923
**E-MAIL ADDRESS:** ckelley@woodruffsawyer.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Contractors Insurance Co RRG | 12300 |
| INSURER B : Continental Insurance Company | 35289 |
| INSURER C : ACIG Insurance Company | 19984 |
| INSURER D : Berkley Assurance Company | 39462 |
| INSURER E : | |
| INSURER F : | |

**INSURED** GRANCOM-01
Granite Rock Company
PO Box 50001
Watsonville, CA 95076

**COVERAGES** **CERTIFICATE NUMBER:** 9247327 **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 | |
|---|---|---|---|---|---|---|---|---|
| A A A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | GL25A00056<br>GL25B00056 (GL Excess)<br>GL25C00056 (GL Excess) | 6/1/2025<br>6/1/2025<br>6/1/2025 | 6/1/2026<br>6/1/2026<br>6/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 10,000,000<br>$ 100,000<br>$ 5,000<br>$ 10,000,000<br>$ 10,000,000<br>$ 10,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | AL25000019 | 6/1/2025 | 6/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 5,000,000<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | CUE7014990956 | 6/1/2025 | 6/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WCA000026125 | 6/1/2025 | 6/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Pollution/Professional Liability | | | PCAB50280110625 | 6/1/2025 | 6/1/2026 | Per Claim/*Aggregate | $10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Professional/Pollution *Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.
Re: GR Job #8775; Monterey County Roads & Bridges JOC 2025-04. The County of Monterey, Its Officers, Agents and Employees are additional insured per the attached forms, wherein coverage is Primary and Non-Contributory. Waivers of Subrogation apply per the attached forms. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER**
County of Monterey
Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas CA 93901

**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**
Zoe Overbey

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE FORM

The Transfer of Rights of Recovery Against Others to Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contract or agreement with such person(s) or organizations(s); and
B. Prior to the "accident" or the "loss".

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2025 Policy No.: AL25000019 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co. RRG

Docusign Envelope ID: B7238E23-5464-4265-AE35-EE62CC52E9C9



# ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

(1) The limit of insurance will not be greater than that required by such contract.

(2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.

(3) All insuring agreements, exclusions and conditions of this policy will apply.

(4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2025 Policy No. AL25000019 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co RRG

Docusign Envelope ID: B7238E23-5464-4265-AE35-EE62CC52E9C9



# ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

| |
|---|
| Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss. |

A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.

B. The insurance provided to the additional insured is subject to the following limitations:

1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.

2. Unless broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.

4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:

   a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
   b) Supervisory, inspection, architectural, or engineering services.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.

C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.

D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2025 Policy No.: GL25A00056 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co. RRG

Docusign Envelope ID: B7238E23-5464-4265-AE35-EE62CC52E9C9



# AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is hereby understood and agreed the General Aggregate Limit under Section III - Limits of Insurance of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

| | | |
|---|---|---|
| Endorsement Effective: 6/1/2025 | Policy No.: GL25A00056 | Endorsement No.: 5 |
| Policy Effective: 6/1/2025 | | Premium $ |

Insured: Granite Rock Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Docusign Envelope ID: B7238E23-5464-4265-AE35-EE62CC52E9C9



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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

| |
|---|
| Any person or organization for whom you have agreed by written contract to furnish this waiver. |

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any 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 above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 6/1/2025 Policy No.: GL25A00056 Endorsement No.: 16

Policy Effective: 6/1/2025 Premium $

Insured: Granite Rock Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Docusign Envelope ID: B7238E23-5464-4265-AE35-EE62CC52E9C9



## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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

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

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

Schedule

| Person or Organization | Job Description |
|---|---|
| Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against. | |

★ *No Additional Premium to be applied*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025 Policy No. WCA000026125 Endorsement No.

Premium $

Insured Granite Rock Company

Carrier Name/Code: ACIG Insurance Company

Docusign Envelope ID: AF9786AF-5054-4CE5-9644-43A55C7E3415

# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and GRANITE CONSTRUCTION COMPANY, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

## ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2025-05**

## ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Roads & Bridges Agreement upon written execution of this Contract, Agreement will commence when the active JOC Roads & Bridges Agreement meets maximum amount payable or after the one-year expiration date, whichever

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comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$6,210,093** for the **JOC ROADS & BRIDGES 2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1195 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1194 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1195 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1194 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. ROADS & BRIDGES 2025-05**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

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**COUNTY OF MONTEREY**

**By:**
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: GRANITE CONSTRUCTION COMPANY**

DocuSigned by:
**By:** Brent Fogg
54DB1186040444F...

**Name: Brent Fogg**

**Title: Vice President Coastal Region**
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/5/2025 | 5:57 AM PDT

Signed by:
**By:** Brian R. Dowd
C97287F8EF97448...

**Name: Brian R. Dowd**

**Title: Assistant Secretary**
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/5/2025 | 5:38 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

Signed by:
**By:** Mary Grace Perry
76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/9/2025 | 12:39 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

DocuSigned by:
**By:** Patricia Ruiz
570EF84E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/9/2025 | 12:44 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

580 WEST BEACH STREET

WATSONVILLE, CA 95076

**Contractor's License Type**: A, B

**License Number:** 89

**License Expiration Date:** May 31, 2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Premium Included In Performance Bond

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

Bond No's:
Travelers: 108287981
Federal: K42109101
CNA: 30241624

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Granite Construction Company

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Construction Company

as Principal, and Travelers Casualty and Surety Company of America*

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 3rd day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Granite Construction Company

Principal

By: Chelsea Alameda

Title: Chelsea M. Alameda, Sr. Operations Finance Manager

*(Corporate Seal)* Travelers Casualty and Surety Company of America*

Surety

By: Isabel Barron

Title: Isabel Barron, Attorney In Fact

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# ACKNOWLEDGMENT

State of California
County of Santa Cruz )

On September 3, 2025 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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.

NROE1 MARIELLA RUBIO COMM. #2410765 Notary Public - California Santa Cruz County My Comm. Expires July 14, 2026 NROE1

Signature _____ (Seal)
Mariella Rubio, Notary Public

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TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of September, 2025.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

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CHUBB

# Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, John D. Gilliland, Maria Gomez, William Phillips, Jr., Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Telesco of Watsonville, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this 15th day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 3rd day of September, 2025.

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Docusign Envelope ID: AF9786AF-5054-4CE5-9644-43A55C7E3415

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John D. Gilliland, Ashley Stinson, Tobi Telesco, Isabel Barron, Roberto J. Rivera-Rodriguez, Maria Gomez, Mariela Rubio, William Phillips, Jr., Individually**

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 3rd day of September, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

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Premium Amount: $27,945.00

Bond No's:
Travelers: 108287981
Federal: K42109101
CNA: 30241624

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Granite Construction Company

as "CONTRACTOR", for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04**
OR

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Granite Construction Company

as Principal, and Travelers Casualty and Surety Company of America*

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 3rd day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Granite Construction Company

Principal

By: Chelsea Alameda

Title: Chelsea M. Alameda, Sr. Operations Finance Manager

*(Corporate Seal)* Travelers Casualty and Surety Company of America*

Surety

By: Isabel Barron

Title: Isabel Barron, Attorney In Fact

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# ACKNOWLEDGMENT

State of California
County of Santa Cruz )

On September 3, 2025 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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 _____ (Seal)
Mariella Rubio, Notary Public

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2025

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 LIC #0C36861 1-415-403-1491<br>Alliant Insurance Services, Inc.<br><br>560 Mission Street, 6th Floor<br><br>San Francisco, CA 94105 USA | CONTACT NAME: Kimberly Leikam<br>PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818<br>E-MAIL ADDRESS: kleikam@alliant.com |
| INSURED<br>Granite Construction Company<br><br>585 West Beach Street<br><br>Watsonville, CA 95076 USA | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : TRANSPORTATION INS CO — 20494<br>INSURER B : VALLEY FORGE INS CO — 20508<br>INSURER C : CONTINENTAL CAS CO — 20443<br>INSURER D : —<br>INSURER E : —<br>INSURER F : — |

**COVERAGES** **CERTIFICATE NUMBER:** 752250921 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | GL2074978689 | 10/01/23 | 10/01/26 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 2,000,000 |
| | X Contractual Liability | | | | | | MED EXP (Any one person) | $ Nil |
| | X XCU Hazards | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 10,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | X | X | BUA2074978692 | 10/01/23 | 10/01/26 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | X Contractual | | | | | | | $ |
| C | X UMBRELLA LIAB X OCCUR | | | CUE2068209453 | 10/01/24 | 10/01/25 | EACH OCCURRENCE | $ 8,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 8,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | X | WC274978630 (CA) | 10/01/24 | 10/01/25 | X PER STATUTE OTH-ER | |
| A | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N / A | X | WC274978644 (AOS/Stop Gap) | 10/01/24 | 10/01/25 | E.L. EACH ACCIDENT | $ 2,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |

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

Job # 1402011 / Monterey County JOC Roads & Bridges 2025-05

The County of Monterey, its officers, agents, and employees are included as Additional Insured where required by written & executed contract and per the attached endorsements. Coverage is primary and non-contributory and waivers of subrogation apply. Thirty (30) day notice of cancellation or material change in coverage provided per the attached endorsements. Excess policy follows form.
GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

**CERTIFICATE HOLDER**

201 1402011

COUNTY OF MONTEREY
Resource Management Agency

1441 Schilling Place, South 2nd Floor

Salinas, CA 93901-4527

USA

**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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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/04/2025

NAME OF INSURED: Granite Construction Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

The County of Monterey, its officers, agents, and employees are included as Additional Insured where required by written & executed contract and per the attached endorsements. Coverage is primary and non-contributory and waivers of subrogation apply. Thirty (30) day notice of cancellation or material change in coverage provided per the attached endorsements. Excess policy follows form.

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# BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

**SCHEDULE (OPTIONAL)**

| Name of Additional Insured Persons Or Organizations |
|---|
| (As required by "written contract" per Paragraph A. below.) |

| Locations of Covered Operations |
|---|
| (As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.) |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured:

**1.** Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and

**2.** The particular person or organization, if any, scheduled above.

**B.** The insurance provided to the additional insured is limited as follows:

**1.** The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

**a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or

**b.** "Your work" that is specified in the "written contract" but only for "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.

**2.** If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.

**3.** We will not provide the additional insured any broader coverage or any higher limit of insurance than:

**a.** The maximum permitted by law;

**b.** That required by the "written contract";

**c.** That described in **B.1.** above; or

**d.** That afforded to you under this policy,

whichever is less.

**4.** Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or



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any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

**5.** The insurance provided 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.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

**1.** The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

**(1)** Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

**(2)** Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

**(3)** Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

**(4)** Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

**D.** Only for the purpose of the insurance provided by this endorsement, **SECTION V – 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:

**1.** Is currently in effect or becomes effective during the term of this policy; and

**2.** Was executed prior to:

**a.** The "bodily injury" or "property damage"; or

**b.** The offense that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2023

**COMMERCIAL GENERAL LIABILITY**

**CG 25 03 05 09**

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

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| Any construction project as required by a written contract or agreement that was executed prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits."

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.


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

## Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Form**

Under SECTION **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

| Must Be Completed | |
|---|---|
| ENDT. NO. | POLICY NO. |
| 26 | GL 2074978689 |

| Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy | |
|---|---|
| ISSUED TO: | EFFECTIVE DATE OF THIS ENDORSEMENT: |
| Granite Construction Incorporated | 10/01/23 |

Docusign Envelope ID: AF9786AF-5054-4CE5-9644-43A55C7E3415



POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2023

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

# CHANGES – NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

**1.** Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

**2.** Address: Per Certificates of Insurance on file with the broker.

**3.** Number of days advance notice:

For non-payment of premium, the greater of:
- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:
- 60 days or
- the number of days required in a written contract

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# 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 Persons Or Organizations |
|---|
| Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy. |

**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.


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

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

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: Granite Construction Incorporated** |
| **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. |
| 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.

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

## Notice of Cancellation or Material Change – Designated Person or Organization

This endorsement modifies insurance provided under the following:

**Business Auto Coverage Form**

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

| Must Be Completed | |
|---|---|
| ENDT. NO. | POLICY NO. |
| 19 | BUA 2074978692 |

| Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy | |
|---|---|
| ISSUED TO: | EFFECTIVE DATE OF THIS ENDORSEMENT |
| **Granite Construction Incorporated** | **10/01/2023** |

CNA

Countersigned by _____
Authorized Representative

EA/M19BB18

G-39543A

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## 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.



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## 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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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.



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CNA

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

## NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

### Schedule

1. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

2. Notice will be mailed to:

   Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

   Address: Per Certificates of Insurance on file with the broker

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 10-1-24 Policy No. WC274978630 Valley Forge Insurance Company
WC274978644 Transportation Insurance Company

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and NEWTON CONSTRUCTION & MANAGEMENT, INC., hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2025-06**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Roads & Bridges Agreement upon written execution of this Contract, Agreement will commence when the active JOC Roads & Bridges

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Agreement meets maximum amount payable or after the one-year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$6,210,093** for the **JOC ROADS & BRIDGES 2025-06.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1250 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1250 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1450 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1450 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. ROADS & BRIDGES 2025-06**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

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**COUNTY OF MONTEREY**

**By:**
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/9/2025 | 12:12 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz B79EF84E87454E6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/9/2025 | 12:42 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR:** **NEWTON CONSTRUCTION & MANAGEMENT, INC.**

**By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name: Eric Newton**

**Title: President**
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/4/2025 | 10:46 AM PDT

**By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name: Eric Newton**

**Title: Secretary**
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/4/2025 | 10:46 AM PDT

**COMPANY ADDRESS**:

2436 BROAD STREET

SAN LUIS OBISPO, CA 93401

**Contractor's License Type**: A, B, C10, C16

**License Number:** 783608

**License Expiration Date:** September 30, 2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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EXECUTED IN 1 ORIGINAL COUNTERPART
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# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**
- ☑ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars ($6,210,093), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: _____ Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: _____ KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

Docusign Envelope ID: 972C2851-E2BC-4861-B5A2-BC544ABBC9F3

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature: _____
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

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
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

Signer's Name: _____
☐ Individual
☐ Corporate Officer Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

Docusign Envelope ID: 972C2851-E2BC-4861-B5A2-BC544ABBC9F3

EXECUTED IN 1 ORIGINAL COUNTERPART

Docusign Envelope ID: D94D4558-0F27-4F1C-9BAD-4334B6FE6315

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Newton Construction & Management, Inc.

as "CONTRACTOR", for the following project (Check One Box):

☐ PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;
OR

☐ PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;
OR

☐ PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03
OR

☐ PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04
OR

☐ PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05
OR

☑ PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars ($6,210,093), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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Docusign Envelope ID: D94D4558-0F27-4F1C-9BAD-4334B6FE6315

it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: _____ Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: _____ KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

Docusign Envelope ID: 972C2851-E2BC-4861-B5A2-BC544ABBC9F3

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature:
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

| Signer's Name: _____ | Signer's Name: _____ |
|---|---|
| ☐ Individual | ☐ Individual |
| ☐ Corporate Officer Title(s): _____ | ☐ Corporate Officer Title(s): _____ |
| ☐ Partner - ☐ Limited ☐ General | ☐ Partner - ☐ Limited ☐ General |
| ☐ Attorney in Fact | ☐ Attorney in Fact |
| ☐ Trustee | ☐ Trustee |
| ☐ Guardian or Conservator | ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer is Representing: | Signer is Representing: |
| Right Thumbprint of Signer Top of thumb here | Right Thumbprint of Signer Top of thumb here |

Docusign Envelope ID: 972C2851-E2BC-4861-B5A2-BC544ABBC9F3

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2025

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**
Peterson & Grantham Insurance Brokers
3017 Douglas Blvd. Suite 300
Roseville, CA 95661
License #: 0G05786

CONTACT NAME: Arrow Grantham
PHONE (A/C, No, Ext): (916)431-0400 FAX (A/C, No): (916)431-0246
E-MAIL ADDRESS: arrow@pngins.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Landmark American Insurance Company | |
| INSURER B : | California Automobile Insurance Company | 38342 |
| INSURER C : | RSUI Indemnity Company | 22314 |
| INSURER D : | State Compensation Insurance Fund | 35076 |
| INSURER E : | Mt. Hawley Insurance Company | 37974 |
| INSURER F : | Westchester Surplus Lines Insurance Company | 10172 |

**INSURED**
Newton Construction & Management, Inc
PO Box 3260
San Luis Obispo, CA 93403-3260

**COVERAGES** CERTIFICATE NUMBER: 00001788-0 REVISION NUMBER: 34

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 | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | LHA114970 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 50,000 |
| | | | | | | | MED EXP (Any one person) | $ | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | | | | | | | | $ | |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | BA040000083890 | 09/19/2025 | 09/19/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| C | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ 0 | Y | Y | NHA604361 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE | $ | 5,000,000 |
| | | | | | | | AGGREGATE | $ | 5,000,000 |
| | | | | | | | | $ | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 9082254-25 | 03/28/2025 | 03/28/2026 | [X] PER STATUTE [ ] OTH-ER | | 1,000,000 |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |
| E | Excess Liability | Y | Y | MXL0439579 | 12/31/2024 | 12/31/2025 | OCC/AGG | | 6,000,000 |
| F | Pollution | Y | Y | G73550944 004 | 02/01/2025 | 02/01/2026 | OCC/AGG | | 1M/2M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Monterey , its officers, agents, and employees are named as Additional Insureds, for Contrac JOC BID NO.JOC Roads & Bridges 2025-06 . on GL per attached CG 2037 & CG2010 and Auto per attached form AC 70050316 Business Auto Protection Endorsement with respect to liability arising out of the CONTRACTOR's Work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance

**CERTIFICATE HOLDER**
County of Monterey-Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

**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
(AMG)

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*This Endorsement Changes The Policy. Please Read It Carefully.*

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

**Name of Person or Organization:**

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**:

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

This endorsement effective 12/31/2024
forms part of Policy Number LHA114970
issued to NEWTON CONSTRUCTION & MANAGEMENT, INC.
by Landmark American Insurance Company

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Docusign Envelope ID: 972C2851-E2BC-4861-B5A2-BC544ABBC9F3

Policy Number: LHA114970

**COMMERCIAL GENERAL LIABILITY**
**CG 20 01 04 13**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or


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Docusign Envelope ID: 972C2851-E2BC-4861-B5A2-BC544ABBC9F3

2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| **ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW** | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.


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**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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

# Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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# BUSINESS AUTO COVERAGE FORM

**I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

**II. EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

**III. AUTOMATIC ADDITIONAL INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**IV. EMPLOYEE HIRED AUTO LIABILITY**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**V. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to 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; and

(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.

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**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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STATE COMPENSATION INSURANCE FUND

# ENDORSEMENT AGREEMENT
## WAIVER OF SUBROGATION
## BLANKET BASIS



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

9082254-25
RENEWAL

**EFFECTIVE March 28, 2025 AT 12:01 AM.**
**AND EXPIRING March 28, 2026 AT 12:01 AM**

Central Valley Sacramento
0630620

**NEWTON CONSTRUCTION AND MANAGEMENT**

PO BOX 3260
SAN LUIS OBISPO, CA 93403

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: March 14, 2025

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572

SCIF FORM 10217 (REV. 4 - 2018)

OLD DP 217

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *(Granite Construction Company)*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-01**

☐ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-02**

☐ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to

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CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Emergency Response Work Agreement upon written execution of this Contract, Agreement will commence when the active JOC Emergency Response Work Agreement meets maximum amount payable or after the one-year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $**6,210,093** for the **JOC EMERGENCY RESPONSE WORK ☒ 2025-01 or ☐ 2025-02 or ☐ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m., Monday through Friday. | 1.0 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m., Monday through Friday. | 1.0 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays. | 1.0 |

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| | | |
|---|---|---|
| 4. | Other than Normal Working Hours – South County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays. | 1.0 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Emergency Response Work, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. EMERGENCY RESPONSE WORK 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/8/2025 | 9:04 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EE64E5745456...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/9/2025 | 12:39 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: GRANITE CONSTRUCTION COMPANY**

**By:** DocuSigned by: Brent Fogg 54DB1186040444F...

**Name:** Brent Fogg

**Title:** VP Coastal Region

*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/4/2025 | 4:38 PM PDT

**& By:** Signed by: Brian K. Dowd C97287F8EF97448...

**Name:** Brian Dowd

**Title:** Assistant Secretary

*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/4/2025 | 5:47 PM PDT

**COMPANY ADDRESS**:

580 WEST BEACH STREET

WATSONVILLE, CALIFORNIA 95076

**Contractor's License Type**: A, B

**License Number:** 89

**License Expiration Date:** 5/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Premium Amount: $27,945.00

Bond No's:
Travelers: 108287980
Federal: K42109095
CNA: 30241623

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Granite Construction Company

as "CONTRACTOR", for the following project (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-03**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Granite Construction Company

as Principal, and Travelers Casualty and Surety Company of America*

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand, Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey

and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 3rd day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Granite Construction Company

Principal

By: Chelsea Alameda

Title: Chelsea M. Alameda, Sr. Operations Finance Manager

*(Corporate Seal)* Travelers Casualty and Surety Company of America*

Surety

By:

Title: Isabel Barron, Attorney In Fact

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# ACKNOWLEDGMENT

State of California
County of Santa Cruz )

On September 3, 2025 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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.

NROE1 MARIELLA RUBIO NROE1
COMM. #2410765
Notary Public - California
Santa Cruz County
My Comm. Expires July 14, 2026

Signature _____ **(Seal)**
Mariella Rubio, Notary Public

Docusign Envelope ID: F881E9BC-C5EC-47E7-B1E3-AC4A63FA0AFC

Premium Included In Performance Bond

Bond No's:
Travelers: 108287980
Federal: K42109095
CNA: 30241623

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Granite Construction Company

as CONTRACTOR, a Contract for the following (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-03,**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Construction Company

as Principal, and Travelers Casualty and Surety Company of America*

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand, Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs,

expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 3rd day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

*(Corporate Seal)* Granite Construction Company

Principal

By: Chelsea Alameda

Title: Chelsea M. Alameda, Sr. Operations Finance Manager

*(Corporate Seal)* Travelers Casualty and Surety Company of America*

Surety

By:

Title: Isabel Barron, Attorney In Fact

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# ACKNOWLEDGMENT

State of California
County of Santa Cruz )

On September 3, 2025 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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.

MARIELLA RUBIO
COMM. #2410765
Notary Public - California
Santa Cruz County
My Comm. Expires July 14, 2026

Signature _____ **(Seal)**
Mariella Rubio, Notary Public

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of September, 2025.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

CHUBB

# Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

**Know All by These Presents**, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, John D. Gilliland, Maria Gomez, William Phillips, Jr., Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Telesco of Watsonville, California ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

**In Witness Whereof**, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 15th day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 3rd day of September, 2025.

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John D. Gilliland, Ashley Stinson, Tobi Telesco, Isabel Barron, Roberto J. Rivera-Rodriguez, Maria Gomez, Mariela Rubio, William Phillips, Jr., Individually**

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 24th day of June, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 3rd day of September, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

Form F6850-6-2023

**GRANITE CONSTRUCTION COMPANY**

**CERTIFICATE OF SECRETARY**

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**RESOLVED**, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company in excess of $75 million, relating to any and all domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that, effective January 1, 2025 through December 31, 2025, the individuals named on the attached Exhibit 1 and Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper construction contract documents prepared and submitted on behalf of the Company relating to domestic construction projects arising out of the Company's operations.

**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective January 1, 2025 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: January 1, 2025

M. Craig Hall

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

**EXHIBIT 1**

**AUTHORIZED SIGNERS**
**Granite Construction Company**
**Coastal Region**
**Bay Area/Monterey Bay Area/North Coast Area**

**AUTHORIZED SIGNERS**
Brent Fogg, VP Coastal Region
Ian Firth, District VP
Chelsea M. Alameda, Sr. Operations Finance Manager
Justin Ingram, Region/Division Project Executive
Pennington B. Shortes, Regional Project Executive
John G. Boies, Chief Estimator III
Matthew J. Storm, Construction Manager
Brian D. Hussar, Construction Manager
Darren L. Hiatt, Construction Manager
Patrick K. Amaris, Private Works Manager
Terry D. Richards, Senior Estimator

**ATTESTORS**
Brent Fogg, VP Coastal Region
Ian Firth, District VP
Chelsea M. Alameda, Sr. Operations Finance Manager
Justin Ingram, Region/Division Project Executive
Pennington B. Shortes, Regional Project Executive
John Boies, Chief Estimator III
Matthew J. Storm, Construction Manager
Brian D. Hussar, Construction Manager
Darren L. Hiatt, Construction Manager
Patrick K. Amaris, Private Works Manager
Jason Woelbing, Operations Finance Manager
Terry D. Richards, Senior Estimator
Patricia A. Arnett, Estimating Assistant
Teresa Rothney, Estimating Assistant
Jenni McKenzie, Subcontracts Admin
Elizabeth Mello, Estimating Assistant

**EXHIBIT 2**

**AUTHORIZED SIGNERS**
**Granite Construction Company**

**AUTHORIZED SIGNERS**
Kyle T. Larkin, President & CEO
Staci M. Woolsey, Executive Vice President
James A. Radich, Executive Vice President & Chief Operating Officer
Brian R. Dowd, Senior Vice President
Michael G. Tatusko, Senior Vice President
Bradley J. Williams, Senior Vice President
Bradley J. Estes, Senior Vice President

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2025

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 LIC #0C36861 1-415-403-1491<br>Alliant Insurance Services, Inc.<br><br>560 Mission Street, 6th Floor<br><br>San Francisco, CA 94105 USA | CONTACT NAME: Kimberly Leikam<br>PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818<br>E-MAIL ADDRESS: kleikam@alliant.com |
| INSURED<br>Granite Construction Company<br><br>585 West Beach Street<br><br>Watsonville, CA 95076 USA | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : TRANSPORTATION INS CO — 20494<br>INSURER B : VALLEY FORGE INS CO — 20508<br>INSURER C : CONTINENTAL CAS CO — 20443<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 752250910 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | X | X | GL2074978689 | 10/01/23 | 10/01/26 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 2,000,000 |
| | X Contractual Liability | | | | | | MED EXP (Any one person) | $ Nil |
| | X XCU Hazards | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 10,000,000 |
| | POLICY [X] PRO-JECT [X] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | X | X | BUA2074978692 | 10/01/23 | 10/01/26 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | X Contractual | | | | | | | $ |
| C | X UMBRELLA LIAB [X] OCCUR | | | CUE2068209453 | 10/01/24 | 10/01/25 | EACH OCCURRENCE | $ 8,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 8,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | X | WC274978630 (CA) | 10/01/24 | 10/01/25 | X PER STATUTE / OTH-ER | |
| A | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) | N / A | X | WC274978644 (AOS/Stop Gap) | 10/01/24 | 10/01/25 | E.L. EACH ACCIDENT | $ 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |

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

Job # 1402021 / Monterey County JOC Emergency Response Work 2025-01

The County of Monterey, its officers, agents, and employees are included as Additional Insured where required by written & executed contract and per the attached endorsements. Coverage is primary and non-contributory and waivers of subrogation apply. Thirty (30) day notice of cancellation or material change in coverage provided per the attached endorsements. Excess policy follows form.
GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

**CERTIFICATE HOLDER**

201 1402021

COUNTY OF MONTEREY
Resource Management Agency

1441 Schilling Place, South 2nd Floor

Salinas, CA 93901-4527

USA

**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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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/04/2025

NAME OF INSURED: Granite Construction Company

The named insured reserves its rights to provide any additional coverages under the policies above to only those expressly negotiated for by contract.

The County of Monterey, its officers, agents, and employees are included as Additional Insured where required by written & executed contract and per the attached endorsements. Coverage is primary and non-contributory and waivers of subrogation apply. Thirty (30) day notice of cancellation or material change in coverage provided per the attached endorsements. Excess policy follows form.

# BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

**SCHEDULE (OPTIONAL)**

| Name of Additional Insured Persons Or Organizations |
|---|
| (As required by "written contract" per Paragraph A. below.) |

| Locations of Covered Operations |
|---|
| (As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.) |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured:

**1.** Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and

**2.** The particular person or organization, if any, scheduled above.

**B.** The insurance provided to the additional insured is limited as follows:

**1.** The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

**a.** Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or

**b.** "Your work" that is specified in the "written contract" but only for "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.

**2.** If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.

**3.** We will not provide the additional insured any broader coverage or any higher limit of insurance than:

**a.** The maximum permitted by law;

**b.** That required by the "written contract";

**c.** That described in **B.1.** above; or

**d.** That afforded to you under this policy,

whichever is less.

**4.** Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or



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any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

**5.** The insurance provided 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.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

**1.** The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

**(1)** Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

**(2)** Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

**(3)** Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

**(4)** Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

**D.** Only for the purpose of the insurance provided by this endorsement, **SECTION V – 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:

**1.** Is currently in effect or becomes effective during the term of this policy; and

**2.** Was executed prior to:

**a.** The "bodily injury" or "property damage"; or

**b.** The offense that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):**<br><br>Any construction project as required by a written contract or agreement that was executed prior to the date of loss. |
|---|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits."

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.


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**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.


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

## Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Form**

Under SECTION **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

| Must Be Completed | |
|---|---|
| ENDT. NO.<br>26 | POLICY NO.<br>GL 2074978689 |

| Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy | |
|---|---|
| ISSUED TO:<br><br>Granite Construction Incorporated | EFFECTIVE DATE OF THIS ENDORSEMENT:<br>10/01/23 |

POLICY NUMBER: GL2074978689
EFFECTIVE: 10/01/2023

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

# CHANGES – NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

**1.** Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

**2.** Address: Per Certificates of Insurance on file with the broker.

**3.** Number of days advance notice:

For non-payment of premium, the greater of:
- the number of days required by state statute or
- the number of days required by written contract

For any other reason, the lesser of:
- 60 days or
- the number of days required in a written contract

# 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 Persons Or Organizations |
|---|
| Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy. |

**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.



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

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

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: Granite Construction Incorporated** |
| **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. |
| 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.


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

## Notice of Cancellation or Material Change – Designated Person or Organization

This endorsement modifies insurance provided under the following:

**Business Auto Coverage Form**

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

1. Name: Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

2. Address: Per Certificates of Insurance on file with the broker.

3. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

| Must Be Completed | |
|---|---|
| ENDT. NO. | POLICY NO. |
| 19 | BUA 2074978692 |

| Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy | |
|---|---|
| ISSUED TO: | EFFECTIVE DATE OF THIS ENDORSEMENT |
| **Granite Construction Incorporated** | **10/01/2023** |

CNA

Countersigned by _____
Authorized Representative

EA/M19BB18

G-39543A

## 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.



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## 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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

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

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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.



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**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

## NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

### Schedule

1. Number of days advance notice:

   For non-payment of premium, the greater of:
   - the number of days required by state statute or
   - the number of days required by written contract

   For any other reason, the lesser of:
   - 60 days or
   - the number of days required in a written contract

2. Notice will be mailed to:

   Any person or organization you are required by written contract or agreement to mail prior written notice of cancellation or material change.

   Address: Per Certificates of Insurance on file with the broker

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 10-1-24 Policy No. WC274978630 Valley Forge Insurance Company
WC274978644 Transportation Insurance Company

Docusign Envelope ID: 9B2C6BE4-5FA1-4F82-8501-E23AF20C72D3

# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *(Granite Rock Company)*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

## ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☐ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-01**

☒ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-02**

☐ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-03**

## ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to

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CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Emergency Response Work Agreement upon written execution of this Contract, Agreement will commence when the active JOC Emergency Response Work Agreement meets maximum amount payable or after the one-year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $**6,210,093** for the **JOC EMERGENCY RESPONSE WORK ☐ 2025-01 or ☒ 2025-02 or ☐ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m., Monday through Friday. | 1.025 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m., Monday through Friday. | .9000 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays. | 1.0250 |

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| | | |
|---|---|---|
| 4. | Other than Normal Working Hours – South County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays. | .9000 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Emergency Response Work, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

Docusign Envelope ID: 9B2C6BE4-5FA1-4F82-8501-E23AF20C72D3

- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. EMERGENCY RESPONSE WORK 2025-02**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Docusign Envelope ID: 9B2C6BE4-5FA1-4F82-8501-E23AF20C72D3

**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 78A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/4/2025 | 1:40 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/4/2025 | 5:07 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: GRANITE ROCK COMPANY**

**By:** Signed by: Peter Lemon 9D8285D97AE64DB...

**Name:** Peter Lemon

**Title:** President

*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/2/2025 | 4:38 PM PDT

**& By:** Signed by: Dan Lindsey 94559BAC85C34F2...

**Name:** Dan Lindsey

**Title:** CFO

*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/2/2025 | 5:01 PM PDT

**COMPANY ADDRESS**:

5225 HELLYER AVENUE, SUITE 220

SAN JOSE, CALIFORNIA 95138

**Contractor's License Type**: A, B, C12 HAZ

**License Number:** 22

**License Expiration Date:** 4/30/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

Docusign Envelope ID: F881E9BC-C5EC-47E7-B1E3-AC4A63FA0AFC



# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

Bond No.:30258480
Premium: $18,630.00

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Granite Rock Company

as "CONTRACTOR", for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-01;**

☒ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-03**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Granite Rock Company

as Principal, and The Continental Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand, Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey

and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 29th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Granite Rock Company

Principal

By: _____

Title: Peter Lemon, President & CEO

*(Corporate Seal)* The Continental Insurance Company

Surety

By: _____

Title: Rossio Polio, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

1008

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Francisco )

On 08/29/2025 before me, Nathalia P. Sholl , Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Rossio Polio
*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/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.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: Rossio Polio | Signer's Name: _____ |
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☒ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: _____ | Signer Is Representing: _____ |

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1009

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Mark M Munekawa, Kelly Holtemann, Nerissa S Bartolome, Patrick R Diebel, Yvonne Roncagliolo, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Karen Rhodes, Andrew S Holloway, Rossio Polio, Christopher M Howell, Lucy M Dunham, Kathleen Earle, Erica Li, Nathalia P Sholl, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof**, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of December, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 29th day of August, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

1010

## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz

On 9/02/2025 *Date* before me, Gladys Lee, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Peter Lemon *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/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.

GLADYS DIANA LEE
COMM # 2387209
MONTEREY County
California - Notary Public
Comm. Exp. Dec. 17, 2025

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 Gladys D. Lee
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

### OPTIONAL

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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Graniterock

## CERTIFICATION OF CORPORATE RESOLUTION

The directors of Granite Rock Company, a corporation organized and existing under the laws of the State of California, duly approved, on March 17, 2023, in accordance with the Articles of Incorporation and Bylaws of the corporation, the following resolution:

**Authorized Signatories for Construction Project Bid and Contract Documents**

RESOLVED, that each of the following persons is fully authorized to sign bid and contract documents on behalf of Granite Rock Company, doing business as Graniterock, and to bind the corporation with respect to such documents:

| | |
|---|---|
| Paul Cianciarulo | John Orcutt |
| Kevin Jeffery | Shirley Ow |
| Aaron Johnston | Henry Ramirez |
| Peter Lemon | Rich Sacher |
| Dan Lindsey | Rob Snyder |
| Bill Miller | Tom Squeri |
| | Chris Sveum |

RESOLVED FURTHER, that such persons be, and each individually is, hereby authorized, directed and empowered to execute any applications, certificates, agreements or any other instruments or documents or amendments or supplements to such documents, or to do or to cause to be done any and all other acts and things as such officers, in their discretion, may deem necessary or advisable and appropriate to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such persons prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this corporation.

I, Kevin Jeffery, Vice President and Secretary of Granite Rock Company, do hereby certify that I am the Vice President and Secretary of such corporation, and that the above resolution was duly adopted by the Board of Directors of such corporation, and that such resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of such corporation.

Dated: 9/02/2025

Kevin Jeffery
Vice President and Secretary

- Monterey County
- San Benito County
- San Mateo County
- Santa Clara County
- Santa Cruz County
- Alameda County
- City and County of San Francisco

P.O. Box 50001 Watsonville, CA 95077-5001 831.768.2000 Fax 831.768.2201
www.graniterock.com

Docusign Envelope ID: F881E9BC-C5EC-47E7-B1E3-AC4A63FA0AFC



# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

Bond No.: 30258380
Premium: Included in Perf. Bond

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Granite Rock Company

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-01;**

☒ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. EMERGENCY RESPONSE WORK 2025-03,**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Rock Company

as Principal, and The Continental Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand, Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs,

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expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 29th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Granite Rock Company

Principal

By: _____

Title: Peter Lemon, President & CEO

*(Corporate Seal)* The Continental Insurance Company

Surety

By: _____

Title: Rossio Polio, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

1014

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Francisco )

On 08/29/2025 before me, Nathalia P. Sholl , Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Rossio Polio
*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/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.

NATHALIA P. SHOLL
Notary Public - California
San Francisco County
Commission # 2512371
My Comm. Expires Feb 15, 2029

Signature NPSholl
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: Rossio Polio | Signer's Name: |
| ☐ Corporate Officer — Title(s): | ☐ Corporate Officer — Title(s): |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☒ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |

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# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Mark M Munekawa, Kelly Holtemann, Nerissa S Bartolome, Patrick R Diebel, Yvonne Roncagliolo, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Karen Rhodes, Andrew S Holloway, Rossio Polio, Christopher M Howell, Lucy M Dunham, Kathleen Earle, Erica Li, Nathalia P Sholl, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof**, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 30th day of December, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SEAL SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 29th day of August, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

1016

**CALIFORNIA ACKNOWLEDGMENT** CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz

On 9/02/2025 (Date) before me, Gladys Lee, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Peter Lemori (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/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.

GLADYS DIANA LEE
COMM # 2387209
MONTEREY County
California - Notary Public
Comm. Exp. Dec. 17, 2025

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 Gladys D. Lee
Signature of Notary Public

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signer's Name: _____ | Signer's Name: _____ |
| ☐ Corporate Officer – Title(s): _____ | ☐ Corporate Officer – Title(s): _____ |
| ☐ Partner – ☐ Limited ☐ General | ☐ Partner – ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

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Graniterock

## CERTIFICATION OF CORPORATE RESOLUTION

The directors of Granite Rock Company, a corporation organized and existing under the laws of the State of California, duly approved, on March 17, 2023, in accordance with the Articles of Incorporation and Bylaws of the corporation, the following resolution:

**Authorized Signatories for Construction Project Bid and Contract Documents**

RESOLVED, that each of the following persons is fully authorized to sign bid and contract documents on behalf of Granite Rock Company, doing business as Graniterock, and to bind the corporation with respect to such documents:

| | |
|---|---|
| Paul Cianciarulo | John Orcutt |
| Kevin Jeffery | Shirley Ow |
| Aaron Johnston | Henry Ramirez |
| Peter Lemon | Rich Sacher |
| Dan Lindsey | Rob Snyder |
| Bill Miller | Tom Squeri |
| | Chris Sveum |

RESOLVED FURTHER, that such persons be, and each individually is, hereby authorized, directed and empowered to execute any applications, certificates, agreements or any other instruments or documents or amendments or supplements to such documents, or to do or to cause to be done any and all other acts and things as such officers, in their discretion, may deem necessary or advisable and appropriate to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such persons prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this corporation.

I, Kevin Jeffery, Vice President and Secretary of Granite Rock Company, do hereby certify that I am the Vice President and Secretary of such corporation, and that the above resolution was duly adopted by the Board of Directors of such corporation, and that such resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of such corporation.

Dated: 9/02/2025

Kevin Jeffery
Vice President and Secretary

- Monterey County
- San Benito County
- San Mateo County
- Santa Clara County
- Santa Cruz County
- Alameda County
- City and County of San Francisco

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2025

**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**
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

**CONTACT NAME:** Chris Kelley
**PHONE (A/C, No, Ext):** 415-402-6521 **FAX (A/C, No):** 415-989-9923
**E-MAIL ADDRESS:** ckelley@woodruffsawyer.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Contractors Insurance Co RRG | 12300 |
| INSURER B : Continental Insurance Company | 35289 |
| INSURER C : ACIG Insurance Company | 19984 |
| INSURER D : Berkley Assurance Company | 39462 |
| INSURER E : | |
| INSURER F : | |

**INSURED** GRANCOM-01
Granite Rock Company
PO Box 50001
Watsonville, CA 95076

**COVERAGES** **CERTIFICATE NUMBER:** 711611760 **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 | |
|---|---|---|---|---|---|---|---|---|
| A A A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | Y | Y | GL25A00056<br>GL25B00056 (GL Excess)<br>GL25C00056 (GL Excess) | 6/1/2025<br>6/1/2025<br>6/1/2025 | 6/1/2026<br>6/1/2026<br>6/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 10,000,000<br>$ 100,000<br>$ 5,000<br>$ 10,000,000<br>$ 10,000,000<br>$ 10,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | AL25000019 | 6/1/2025 | 6/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 5,000,000<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | CUE7014990956 | 6/1/2025 | 6/1/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WCA000026125 | 6/1/2025 | 6/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Pollution/Professional Liability | | | PCAB50280110625 | 6/1/2025 | 6/1/2026 | Per Claim/*Aggregate | $10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Professional/Pollution *Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.
Re: GR Job #8774 Monterey County Emergency Repair Work JOC 2025-02. The County of Monterey, Its Officers, Agents and Employees are additional insured per the attached forms, wherein coverage is Primary and Non-Contributory. Waivers of Subrogation apply per the attached forms. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER**

County of Monterey
Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas CA 93901

**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**
Zoe Overbay

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# ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

(1) The limit of insurance will not be greater than that required by such contract.

(2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.

(3) All insuring agreements, exclusions and conditions of this policy will apply.

(4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2025 Policy No. AL25000019 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co RRG

# ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

| |
|---|
| Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss. |

A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.

B. The insurance provided to the additional insured is subject to the following limitations:

1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.

2. Unless broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.

3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.

4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:

   a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
   b) Supervisory, inspection, architectural, or engineering services.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.

C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.

D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2025 Policy No.: GL25A00056 Endorsement No.:

Insured: Granite Rock Company Premium $

Insurance Company: American Contractors Insurance Co. RRG

# AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is hereby understood and agreed the General Aggregate Limit under Section III - Limits of Insurance of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 6/1/2025 Policy No.: GL25A00056 Endorsement No.: 5

Policy Effective: 6/1/2025 Premium $

Insured: Granite Rock Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

| |
|---|
| Any person or organization for whom you have agreed by written contract to furnish this waiver. |

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any 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 above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 6/1/2025 Policy No.: GL25A00056 Endorsement No.: 16

Policy Effective: 6/1/2025 Premium $

Insured: Granite Rock Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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

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

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

Schedule

| Person or Organization | Job Description |
|---|---|
| Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against. | |

★ *No Additional Premium to be applied*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025 Policy No. WCA000026125 Endorsement No.

Premium $

Insured Granite Rock Company

Carrier Name/Code: ACIG Insurance Company

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *(A. Teichert & Son, Inc., dba Teichert Construction)*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☐ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-01**

☐ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-02**

☒ **PROJECT NO. JOC, BID NO. EMERGENCY RESPONSE WORK 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to

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CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Emergency Response Work Agreement upon written execution of this Contract, Agreement will commence when the active JOC Emergency Response Work Agreement meets maximum amount payable or after the one-year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $**6,210,093** for the **JOC EMERGENCY RESPONSE WORK ☐ 2025-01 or ☐ 2025-02 or ☒ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m., Monday through Friday. | 1.1050 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m., Monday through Friday. | .8000 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays. | 1.1050 |

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| | | |
|---|---|---|
| 4. | Other than Normal Working Hours – South County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays. | .8000 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Emergency Response Work, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. EMERGENCY RESPONSE WORK 2025-03**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Docusign Envelope ID: 8CC0157F-B050-48A8-B5C8-B0251CEBF786

**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: A. TEICHERT & SON, INC., DBA TEICHERT CONSTRUCTION**

**By:** DocuSigned by: Jim Gallagher 9D11FEBB7CE7401...

**Name:** Jim Gallagher

**Title:** VP & Regional Manager, Bay Area

*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/4/2025 | 10:44 AM PDT

**& By:** DocuSigned by: Paula D. James 54F9A57420D5487...

**Name:** Paula D. James

**Title:** Assistant Secretary

*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/2/2025 | 6:37 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/4/2025 | 12:44 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Jennifer Forsyth 4E7E6678754544E...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/4/2025 | 3:52 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

5200 FRANKLIN DRIVE, SUITE 115

PLEASANTON, CALIFORNIA 94588

**Contractor's License Type**: A, B, C12, C27, HAZ

**License Number:** 8

**License Expiration Date:** 4/30/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

Docusign Envelope ID: D94D4558-0F27-4F1C-9BAD-4334B6FE6315

EXECUTED IN DUPLICATE

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

Bond Number: 070226735
Premium: $18,630.00

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

A. Teichert & Son, Inc. dba Teichert Construction

as "CONTRACTOR", for the following project (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
  OR
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
  OR
- ☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03**
  OR
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04**
  OR
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05**
  OR
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we A. Teichert & Son, Inc. dba Teichert Construction

as Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* A. Teichert & Son, Inc. dba Teichert Construction

Principal

By: _____

Title: JIM GALLAGHER - VP & REGIONAL MGR., BAY AREA

*(Corporate Seal)* Liberty Mutual Insurance Company

Surety

By: _____

Natalie K. Trofimoff

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )
) ss
County of Los Angeles )

On AUG 27 2025, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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: _____
Patricia Arana, Notary Public

(Seal)

PATRICIA ARANA
Notary Public - California
Los Angeles County
Commission # 2401773
My Comm. Expires Apr 23, 2026

Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213811-977459

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Autumn Stockton; C. K. Nakamura; Carlos A. Albelo; E. S. Albrecht, Jr.; Elizabeth Perison; Jessica Rosser; Lisa L. Thornton; Maria Pena; Natalie K. Trofimoff; Noemi Quiroz; Patricia S. Arana; S. Nicole Evans; Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this AUG 27 2025 day of _____, _____.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Docusign Envelope ID: D94D4558-0F27-4F1C-9BAD-4334B6FE6315

Bond Number: 070226735
Premium: Incl. w/Performance Bond

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

A. Teichert & Son, Inc. dba Teichert Construction

as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
- ☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**
- ☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we A. Teichert & Son, Inc. dba Teichert Construction

as Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

Docusign Envelope ID: D94D4558-0F27-4F1C-9BAD-4334B6FE6315

it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* A. Teichert & Son, Inc. dba Teichert Construction

Principal

By: _____

Title: JIM GALLAGHER - VP & REGIONAL MGR., BAY AREA

*(Corporate Seal)* Liberty Mutual Insurance Company

Surety

By: _____

Natalie K. Trofimoff

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT — Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )
) ss
County of Los Angeles )

On AUG 27 2025, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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: _____
Patricia Arana, Notary Public

(Seal)

PATRICIA ARANA
Notary Public - California
Los Angeles County
Commission # 2401773
My Comm. Expires Apr 23, 2026

Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213811-977459

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Autumn Stockton; C. K. Nakamura; Carlos A. Albelo; E. S. Albrecht, Jr.; Elizabeth Perison; Jessica Rosser; Lisa L. Thornton; Maria Pena; Natalie K. Trofimoff; Noemi Quiroz; Patricia S. Arana; S. Nicole Evans; Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this _____ day of AUG 27 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2025

**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**
Arthur J. Gallagher Risk Management Services, LLC
595 Market Street, Suite 2100
San Francisco CA 94105

License#: 0D69293

**CONTACT NAME:** Certificate Requests
**PHONE (A/C, No, Ext):** **FAX (A/C, No):**
**E-MAIL ADDRESS:** GSC_Construction_Certrequests@AJG.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Property Casualty Co of America | 25674 |
| INSURER B : Navigators Specialty Insurance Company | 36056 |
| INSURER C : Indian Harbor Insurance Company | 36940 |
| INSURER D : Great American Insurance Company | 16691 |
| INSURER E : Beazley Excess and Surplus Insurance, Inc. | 17520 |
| INSURER F : | |

**INSURED**
A. Teichert & Son, Inc.
dba Teichert Construction
PO Box 15002
Sacramento CA 95851

TEICINC-01

**COVERAGES** **CERTIFICATE NUMBER:** 1209602079 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | Y | VTJEXGL4R630541TIL25 | 3/31/2025 | 3/31/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>SIR | $ 2,000,000<br>$ 1,000,000<br>$ Excluded<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ 750,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | Y | VTJEAP4R630553TIL25 | 3/31/2025 | 3/31/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>SIR | $ 5,000,000<br>$<br>$<br>$<br>$ 500,000 |
| B | [ ] **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | LA25EXCZ0D5GMIC | 3/31/2025 | 3/31/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | VTWXJUB4R63056525 | 3/31/2025 | 3/31/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C<br>E<br>D | Pollution* & Professional**<br>Cyber Risk Liability<br>Crime | Y | Y | CEO744636007<br>D1E433250901<br>SAAE5679630600 | 3/31/2025<br>3/31/2025<br>3/31/2025 | 3/31/2026<br>3/31/2026<br>3/31/2026 | Ea Claim/Agg/SIR<br>Per Claim/Deductible<br>Per Claim/Deductible | $5M/$5M/$250k<br>$5M/$750k<br>$10M/$100k |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
*Pollution Liability is Occurrence. **Professional Liability is Claims Made.

When required by written contract, additional insured status with primary coverage applies to General & Auto Liability and waiver of subrogation applies to General Liability, Automobile Liability and Excess Workers' Compensation, all per the attached endorsements.

XCU, Contractual Liability, and "Broad Form Property Damage" are included per General Liability Form.

Excess Liability is follow form.
See Attached...

**CERTIFICATE HOLDER**

County of Monterey
1441 Schilling Place, 2nd Floor
Salinas CA 93901

**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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AGENCY CUSTOMER ID: TEICINC-01

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Arthur J. Gallagher Risk Management Services, LLC | A. Teichert & Son, Inc.<br>dba Teichert Construction<br>PO Box 15002<br>Sacramento CA 95851 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Named Insured is a California qualified self-insurer registered under #1867.

The Workers' Compensation Policy provides Excess Workers' Compensation / Employer's Liability coverage excess of a $750,000 SIR.

Notice of cancellation applies per the attached endorsements.

RE: Job Number: 12455.00 | Job Description: County of Monterey JOC Emergency Response Work 2025-03
ADDITIONAL INSURED(S): The County of Monterey, its officers, officials, employees, agents, and volunteers



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

# BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**PROVISIONS**

**1.** The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

**2.** The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.


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

# BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

**a.** You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

**b.** Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

**a.** Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

**b.** Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

**(1)** If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

**(a)** The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

**(b)** Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

**(2)** If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

**(a)** The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

**(b)** Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

**(3)** If neither Paragraph **(1)** nor **(2)** above applies:

**(a)** The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

**(b)** Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

**a.** If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether


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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

**b.** The insurance provided to such additional insured does not apply to:

**(1)** Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

**(a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

**(b)** Supervisory, inspection, architectural or engineering activities.

**(2)** Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

**c.** The additional insured must comply with the following duties:

**(1)** Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

**(a)** How, when and where the "occurrence" or offense took place;

**(b)** The names and addresses of any injured persons and witnesses; and

**(c)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**(2)** If a claim is made or "suit" is brought against the additional insured:

**(a)** Immediately record the specifics of the claim or "suit" and the date received; and

**(b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

**(3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

**(4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.


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

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** **Number of Days Notice:** 60

**PERSON OR ORGANIZATION:**

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and

2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

**ADDRESS:**

The address for that person or organization included in such written request from you to us.

**PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.


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

# XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**A.** Who Is An Insured – Unnamed Subsidiaries

**B.** Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

**C.** Incidental Medical Malpractice

**D.** Blanket Waiver Of Subrogation

**E.** Contractual Liability – Railroads

**F.** Damage To Premises Rented To You

**PROVISIONS**

**A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

**a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

**b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

**a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or

**b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

**a.** An organization other than a partnership, joint venture or limited liability company; or

**b.** A trust;

as indicated in its name or the documents that govern its structure.

**B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

**a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

**b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".


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**C. INCIDENTAL MEDICAL MALPRACTICE**

**1.** The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

**b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

**2.** The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

**(a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

**(b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**3.** The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

**4.** The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

**5.** The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

**a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

**b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

**6.** The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

**a.** "Bodily injury" or "property damage" that occurs; or

**b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

**1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

**c.** Any easement or license agreement;


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**2.** Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

**a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or

**b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.


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TRAVELERS

**WORKERS COMPENSATION**
**AND**
**EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 92 (00)**

POLICY NUMBER: VTWXJUB4R63056525

# EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover any indemnifications we have made under this policy 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 endorsement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**Designated Person Or Organization**

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED
HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO
LOSS TO TO FURNISH THIS WAIVER

Edition 5-97

TRAVELERS

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 06 R3 (00)**

POLICY NUMBER: **VTWXJUB4R63056525**

# NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX CONDITIONS**:

**Notice Of Cancellation To Designated Persons Or Organizations**

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

**SCHEDULE**

| **Name and Address of Designated Persons or Organizations:** | **Number of Days Notice** |
|---|---|
| ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:<br><br>1. YOU SEE TO IT THAT WE RECEIVE WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND<br><br>2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.<br><br>THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US. | 30 |


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

# BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

**A. BROAD FORM NAMED INSURED**

**B. BLANKET ADDITIONAL INSURED**

**C. EMPLOYEE HIRED AUTO**

**D. EMPLOYEES AS INSURED**

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

**G. WAIVER OF DEDUCTIBLE – GLASS**

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

**J. PERSONAL PROPERTY**

**K. AIRBAGS**

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

**M. BLANKET WAIVER OF SUBROGATION**

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

**PROVISIONS**

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

**C. EMPLOYEE HIRED AUTO**

**1.** The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2.** The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

**(2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your


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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**1.** The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(2)** Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**2.** The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**(5)** Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

**(a)** With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

**(i)** You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

**(ii)** Neither you nor any other involved "insured" will make any settlement without our consent.

**(iii)** We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

**(iv)** We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

**(v)** We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

**(b)** This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

**(c)** This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.


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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

**(d)** It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** :

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

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

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

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

**Personal Property**

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

**(1)** Owned by an "insured"; and

**(2)** In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

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

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

**a.** If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

**b.** The airbags are not covered under any warranty; and

**c.** The airbags were not intentionally inflated.

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

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

**(a)** You (if you are an individual);

**(b)** A partner (if you are a partnership);

**(c)** A member (if you are a limited liability company);

**(d)** An executive officer, director or insurance manager (if you are a corporation or other organization); or

**(e)** Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

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

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by


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such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.


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POLICY NUMBER: VTJEAP4R630553TIL25 ISSUE DATE: 04-25-23

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

# DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:** **Number of Days Notice:** 30

**PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

**ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

**PROVISIONS**

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.


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**Contracting Activity(ies)** **E.** means any general construction activity performed by or on behalf of the **Named Insured**.

**Design Professional** **F.** means any person or entity that is legally qualified, certified or licensed to perform services which are covered by **Design Professional's Insurance**, including subcontractors and subconsultants at any tier.

**Design Professional's Insurance** **G.** means all architects and engineers, or contractors professional liability insurance policies which insure a **Design Professional**.

**Design Professional Services** **H.** means services that any **Design Professional**:

1. agreed to perform pursuant to a written contract with the **Insured**;
2. which are included within the **Professional Activities and Duties** that the **Insured** agreed to perform in a written contract; and
3. which are covered by **Design Professional's Insurance**.

**Emergency Remediation Expense** **I.** means direct costs and expenses that we deem necessary to mitigate on an emergency basis the immediate effects of a **Pollution Condition** at a **Job Site** resulting from the rendering or failure to render **Contracting Activities**.

**Environmental Damage** **J.** means physical damage in or upon land, the atmosphere, watercourse, body of water or groundwater, caused by a **Pollution Condition** and resulting in **Remediation Expense.**

**Insured** **K.** means each of the following:

1. the **Named Insured;**
2. your current or former directors, partners, principals, members, executive officers, stockholders, or trustees, but solely within the course and scope of their duties as such;
3. your current or former employees including leased personnel under your supervision, but solely within the course and scope of their employment or lease agreement;
4. your heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;
5. any **Predecessor in Interest;**
6. any entity that is newly formed or acquired by you during the **Policy Period** where you have greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
   a. coverage shall be provided only for **Professional Loss** arising out of **Professional Activities and Duties** and/or **Pollution Loss** arising from **Contracting Activity** performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and


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b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity, confirmed by us by endorsement, and provided that you pay any applicable additional premium requested by us;

7. Any **Insured** with regard to its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Insured's** legal liability for its rendering of **Professional Activities and Duties** and/or **Contracting Activities** under the respective legal entity or joint venture;

8. With regard to Section 1: What We Cover D.1., the **Client**, but only:

   a. if the you are required to include the **Client** as an additional **Insured** in a written contract in effect during the **Policy Period** and signed by the you prior to the first commencement of the **Pollution Condition**; and

   b. with respect to the **Client**'s vicarious liability resulting from your **Contracting Activity**.

9. With regard to Section 1: What We Cover D.1., all persons or organizations, other than a **Client**, as required by a written contract executed by the **Named Insured**, but only for:

   a. a **Pollution Condition** caused by your **Contracting Activity**; and

   b. the vicarious liability of the person or organization that results from the performance of your **Contracting Activity**

   provided that such written contract is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

**Insured Contract** **L.** means that part of any written contract or written agreement under which you assume the Tort Liability of another party to pay compensatory damages for **Bodily Injury** or **Property Damage**, to a third person or organization, provided that such written contract or written agreement is signed by you prior to the **Bodily Injury** or **Property Damage**. Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement.


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4. Under Section 1: What We Cover: D. Pollution Loss Coverage only, when the **Named Insured** is required by contract, agreement, or permit to include any person or entity as an additional insured, such coverage shall be provided on a primary and non-contributory basis.

**Severability** **M.** Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this policy to you, this insurance applies: (a) as if each **Named Insured** were the only **Named Insured**; and (b) separately to each **Insured** against or by whom a **Claim** is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **Insured** shall not prejudice the interest or coverage of another **Insured** under this policy.

**Sole Agent** **N.** You will act on behalf of all **Insured(s)** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in Section 6: Extended Reporting Period, B. Optional Extended Reporting Period.

**Subrogation** **O.** In the event of any payment under this policy, we will be subrogated to all of the **Insured's** rights of recovery against any person or organization and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing at any time to prejudice our subrogation rights.

However, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients**, if prior to a **Professional Liability Claim**, a waiver of subrogation was so required and accepted under a specific contractual undertaking by the **Insured**.

Under Section 1: What We Cover: D. Pollution Loss Coverage, we waive our right(s) of recovery against any person or organization included in the definition of an **Insured** or against the **Insured's Clients** if prior to the **Pollution Claim**, a waiver of subrogation was required and accepted under a specific contractual undertaking by the **Insured**.

**Territory** **P.** Coverage granted under this policy will apply anywhere in the world, to the extent permitted by law.


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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Quincon, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☒ **2025-01 or** ☐ **2025-02 or** ☐ **2025-03 or** ☐ **2025-04 or** ☐ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0600 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1300 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0700 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1350 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: QUINCON, INC.**

**By:** Signed by: Jose Quintana CEDFE4FAD35D42F...

**Name:** Jose Quintana

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 3:36 PM PDT

**& By:** Signed by: Jose Quintana CEDFE4FAD35D42F...

**Name:** Jose Quintana

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 3:36 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 633031E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 7:11 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** Signed by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:14 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

PO BOX 1029

GROVER BEACH, CA, 93483

**Contractor's License Type**: A, B, C27, C09, C33

**License Number:** 888545

**License Expiration Date:** 12/31/2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Bond No. 54268832
Premium Amt: $33,038.00

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Quincon, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Quincon, Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Quincon, Inc.
Principal

By: _____

Title: _____

*(Corporate Seal)* United Fire & Casualty Company
Surety

By: _____

Title: Jodie Lee Doner, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of: California

County of _____

On 9/9/25 before me, Susana G Rodriguez Notary Public,

personally appeared Jodie Doner

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.

SUSANA GUADALUPE RODRIGUEZ
Notary Public - California
Ventura County
Commission # 2484243
My Comm. Expires Mar 15, 2028

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

_____
TITLES(S)

☐PARTNERS ☐LIMITED
☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**
NAME OF PERSON(S) OR ENTITY(IES)

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**
**118 Second Ave SE**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN P. REED, JESSICA GARCIA, AARON FOSBURG, JODIE LEE DONER, EMMANUEL BRIZUELA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

**PAYMENT BOND**
(Civil Code Section 9550)
Division 00610

Bond No. 54268832
Premium Amt Incld in Perf Bond

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Quincon, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Quincon, Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it

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does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Quincon, Inc.
Principal

By: _____

Title: _____

*(Corporate Seal)* United Fire & Casualty Company
Surety

By: _____

Title: Jodie Lee Doner, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of: California

County of _____

On 9/9/25 before me, Susana G Rodriguez Notary Public,

personally appeared Jodie Doner

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.

SUSANA GUADALUPE RODRIGUEZ
Notary Public - California
Ventura County
Commission # 2484243
My Comm. Expires Mar 15, 2028

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

TITLES(S)

☐PARTNERS ☐LIMITED ☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

**SIGNER IS REPRESENTING:**
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**
**118 Second Ave SE**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN P. REED, JESSICA GARCIA, AARON FOSBURG, JODIE LEE DONER, EMMANUEL BRIZUELA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
**Commission number** 713274
**My Commission Expires** 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2025

**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 | CONTACT NAME: Paige Martin CISR | |
|---|---|---|
| DEJ Insurance Services Inc<br>License #0F82089<br>653 W Fallbrook #103<br>Fresno CA 93711 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: PaigeM@insurancedej.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Navigators Insurance Company | 42307 |
| INSURED<br>Quincon Inc<br>PO Box 1029<br>Grover Beach CA 93483 | INSURER B : Security National Ins Co | 19879 |
| | INSURER C : Service American Indemnity Co | 39152 |
| | INSURER D : XL Specialty Insurance Company | 37885 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 GL BA IM UMB WC **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 | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | SF25CGLZ0D5FNIC | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Per Project Aggregate | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 5,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | | SPP180853402 | 03/01/2025 | 03/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | LA25EXCZ0D5M6IC | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | SAMTWC0056804 | 03/01/2025 | 03/01/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Rented/Leased Equipment<br>Scheduled Equipment | | | UM00181545MA25A | 03/01/2025 | 03/01/2026 | $1,000 Deductible<br>$1,000 Deductible | $200,000<br>Per Schedule |

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

JOC Bid No. Facilities Large Capacity 2025-01. The County of Monterey, its officers, officials, employees, agents, and volunteers are included as additional insured and insurance is primary and non-contributory with waiver of subrogation as per forms CG2010 0413, CG2037 0413, CG2001 0413, CA990187 0715 and WC040306 0484 attached.

**CERTIFICATE HOLDER**

Monterey County Dept of Public Works Facilities and Parks
1441 Schilling Place S 2nd FL
Salinas CA 93901-4527

**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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**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization to whom the Named Insured has agreed by a written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only as respects “Commercial Construction”, and only as respects occurrences subsequent to the making of such written contract.<br><br>As used in this endorsement, “Commercial Construction” means construction other than 1) new home construction and 2) condominium or townhouse related work other than remodel of a single unit. | Where specified by written contract, but only as respects “Commercial Construction". |
| . | . |
| . | . |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

**1.** The insurance afforded to such additional

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.


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insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**This Endorsement Changes The Policy. Please Read It Carefully**

# BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.**

Item **1. Who is an Insured** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

**d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

**(1)** coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**(2)** coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

**(3)** coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

**e.** An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**f.** Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

**B. Increase Of Loss Earnings Payment**

Subpart **(4)** of **a. Supplementary Payments** of Item **2. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

**(4)** We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

**C. Fellow Employee Injured By Covered Auto You Own Or Hire**

Item **5. Fellow Employee** of Paragraph **B. Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

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**D. Limited Automatic Towing Coverage**

Item **2. Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**2. Towing**

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

**a.** The limit for towing and labor for each disablement is $500;

**b.** No deductible applies to this coverage.

**E**. Item **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

**Glass Repair Coverage**

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered “auto”, for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the “loss” arises from a covered Comprehensive “loss” to your “auto”.

**F. Increase Of Transportation Expense Coverage**

Subpart **a. Transportation Expenses** of Item **4. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered "auto" is returned to use or we pay for its "loss".

**G. “Personal Effects” Coverage**

Item **4. Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to add:

**“Personal Effects” Coverage**

We will pay actual cash value for “loss” to “personal effects” of the “insured” while in a covered “auto” subject to a maximum limit of $2,500 per “loss”, for that covered “auto” caused by the same “accident”. No deductible will apply to this coverage.

**H. “Downtime Loss” Coverage**

Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

**“Downtime Loss” Coverage**

We will pay any resulting “downtime loss” expenses you sustain as a result of a covered physical damage “loss” to a covered “auto” up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage “loss”, subject to the following conditions:

**a.** We will provide “downtime loss” beginning on the 5th day after *we* have given you our agreement to pay for repairs to a covered “auto” and you have given the repair facility your authorization to make repairs;

**b.** Coverage for “downtime loss” expenses will end when any of the following occur:

(1) You have a spare or reserve “auto” available to you to continue your operations.

(2) You purchase a replacement “auto”.

(3) Repairs to your covered “auto” have been completed by the repair facility and they determine the covered “auto” is road-worthy.

(4) You reach the 30 day maximum coverage.

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**I.** Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

**a.** We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.

**b.** Our payment is limited to necessary and actual expenses incurred.

**c.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**d.** If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**J. "Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

**"Personal Effects" Exclusion**

We will not pay for "loss" to "personal effects" of any of the following:

a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.

b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.

c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

**K. Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a.** Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

**L. Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** The amount paid under the Physical Damage Coverage Section of the policy; and

**b.** Any:

**(1)** Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

**(4)** Security deposits not refunded by the lessor; and

**(5)** Carry-over balances from previous loans or leases

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**M. Aggregate Deductible**

Paragraph **D**. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

**N. Diminishing Deductible**

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

| Loss Free Policy Periods With the Expansion Endorsement | Deductible Reduction on the first "loss" |
|---|---|
| 1 | 0% |
| 2 | 25% |
| 3 | 50% |
| 4 | 75% |
| 5 | 100% |

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

**O. Knowledge of Loss and Notice To Us**

Subsection **a**. of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;

**(3)** An "executive officer" or director, if you are a corporation;

**(4)** A manager or member, if you are a limited liability company;

**(5)** Your insurance manager; or

**(6)** Your legal representative.

**P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract**

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**5. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

**Q. Insurance is Primary and Noncontributory**

Subpart **a**. of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

**R. Other Insurance – Hired Auto Physical Damage**

Subpart **b**. of Item **5.**.**Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

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**(2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**S. Unintentional Failure To Disclose Hazards**

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

**9.** Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

**T. Additional Definition**

**SECTION V – DEFINITIONS** is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

**1.** Is out of service for repair or replacement as a result of a covered physical damage "loss" and

**2.** Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

**1**. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

**2.** Continuing normal operating expenses incurred, including payroll.

**In this endorsement, <u>Headings and Titles</u> are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization for whom you are performing operations during the policy period 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. | . |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

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

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

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

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

Blanket waiver of subrogation as required by written

**Job Description**

contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 03/01/2025 Policy No. SAMTWC0056804 Endorsement No.

Policy Effective Date: 03/01/2025 to 03/01/2026 Premium $

Insured: Quincon Inc

DBA:

Carrier Name / Code: Service American Indemnity Company (Method)

Countersigned by

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Staples Construction Company, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☐ **2025-01 or** ☒ **2025-02 or** ☐ **2025-03 or** ☐ **2025-04 or** ☐ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0654 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1154 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1254 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1754 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-02**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: STAPLES CONSTRUCTION COMPANY, INC.**

**By:** DocuSigned by: DAVID STAPLES
DE61DE24B2E0412...

**Name:** David Staples

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** _____

**& By:** _____

**Name:** _____

**Title:** _____
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry
633031E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/10/2025 | 11:32 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz
E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 1:57 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

1501 Eastman Ave.,

VENTURA, CA 93003

**Contractor's License Type**: A, B

**License Number:** 710039

**License Expiration Date:** 7/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

A special meeting of the Board of Directors of Staples Construction Co., Inc. was held in the conference room at 1501 Eastman Avenue, Ventura, CA on November 24, 2009.

The following directors were present:

David R. Staples, also known as David Staples
Tonya R. Staples

The following persons officiated at the meeting:
Chairman of the meeting: David R. Staples, aka David Staples
Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples would have the authority.

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

> RESOLVED: That David R. Staples, also known as David Staples, and/or Tonya R. Staples will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Staples Construction Co., Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

Tonya R. Staples
Secretary - Treasurer

Staples Construction Company,
Inc. A California Corporation
1501 Eastman Ave.
Ventura, CA 93003

Corporate Seal

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

Bond No. 800208194

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Staples Construction Company Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
- ☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Staples Construction Company, Inc.

as Principal, and Atlantic Specialty Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it

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does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Staples Construction Company Inc.
Principal

By: _____
David Staples

Title: President

*(Corporate Seal)* Atlantic Specialty Insurance Company
Surety

By: _____
Chelsea Liberatore

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento )

On AUG 27 2025 before me, Zachary Galvin Liberatore, Notary Public
(insert name and title of the officer)

personally appeared Chelsea Liberatore,
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.

ZACHARY GALVIN LIBERATORE
Notary Public - California
Sacramento County
Commission # 2479099
My Comm. Expires Jan 9, 2028

Signature _____ **(Seal)**

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

intact INSURANCE

Bond No. 800208194

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Robert Wood, Shaunna Rozelle Ostrom**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of August, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

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# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

A special meeting of the Board of Directors of Staples Construction Co., Inc. was held in the conference room at 1501 Eastman Avenue, Ventura, CA on November 24, 2009.

The following directors were present:

David R. Staples, also known as David Staples
Tonya R. Staples

The following persons officiated at the meeting:
Chairman of the meeting: David R. Staples, aka David Staples
Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples would have the authority.

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

> RESOLVED: That David R. Staples, also known as David Staples, and/or Tonya R. Staples will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Staples Construction Co., Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

Tonya R. Staples
Secretary - Treasurer

Staples Construction Company,
Inc. A California Corporation
1501 Eastman Ave.
Ventura, CA 93003

Corporate Seal

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THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

Bond No. 800208194
Premium: $28,446.00

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Staples Construction Company Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Staples Construction Company, Inc.

as Principal, and Atlantic Specialty Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Staples Construction Company Inc
Principal

By: David Staples

Title: President

*(Corporate Seal)* Atlantic Specialty Insurance Company
Surety

By: Chelsea Liberatore

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento )

On AUG 27 2025 before me, Zachary Galvin Liberatore, Notary Public
(insert name and title of the officer)

personally appeared Chelsea Liberatore,
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 _____ **(Seal)**

ZACHARY GALVIN LIBERATORE
Notary Public - California
Sacramento County
Commission # 2479099
My Comm. Expires Jan 9, 2028

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

intact INSURANCE

Bond No. 800208194

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Robert Wood, Shaunna Rozelle Ostrom**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of August, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

A special meeting of the Board of Directors of Staples Construction Co., Inc. was held in the conference room at 1501 Eastman Avenue, Ventura, CA on November 24, 2009.

The following directors were present:

David R. Staples, also known as David Staples
Tonya R. Staples

The following persons officiated at the meeting:
Chairman of the meeting: David R. Staples, aka David Staples
Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples would have the authority.

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

> RESOLVED: That David R. Staples, also known as David Staples, and/or Tonya R. Staples will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Staples Construction Co., Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

Tonya R. Staples
Secretary - Treasurer

Staples Construction Company,
Inc. A California Corporation
1501 Eastman Ave.
Ventura, CA 93003

Corporate Seal

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2025

**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 | CONTACT NAME: Elicia Alarcon | |
|---|---|---|
| AssuredPartners of California Ins Services, LLC | PHONE (A/C, No, Ext): (805) 585-6118 | FAX (A/C, No): (805) 585-6118 |
| 196 S. Fir Street | E-MAIL ADDRESS: elicia.alarcon@assuredpartners.com | |
| P.O. Box 1388 | | |
| Ventura CA 93002-1388 | | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Crum & Forster Specialty Ins Co | 44520 |
| INSURER B : | Travelers Property Casualty Company of America | 25674 |
| INSURER C : | Navigators Specialty Ins Co | 36056 |
| INSURER D : | Hudson Specialty Ins Co | 25054 |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**

Staples Construction Co., Inc.
1501 Eastman Ave.
Ventura CA 93003

**COVERAGES** **CERTIFICATE NUMBER:** 25/26 GL/AU/WC/XS/XS **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 | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | GLO-118978 | 02/01/2025 | 02/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | 810-B5099811 | 07/12/2025 | 07/12/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | ☐ UMBRELLA LIAB ☒ OCCUR<br>☒ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | LA25EXCZ07GDWIC | 02/01/2025 | 02/01/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB-B5023054 | 08/01/2025 | 08/01/2026 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | EXCESS LIABILITY (2ND LAYER) | | | HXS 1001401 05 | 02/01/2025 | 02/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |

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

RE: Project - Joc 2025 - Facilities Large Capacities. GL: Certificate Holder, its officers, officials, employees, agents, and volunteers are Additional Insured as respects to referenced project per forms CG20101219 and CG20371219. This Insurance is Primary & Non-Contributory to any other Insurance per form CFSICGL1002092020. Endorsements apply only as required by current written contract on file.

**CERTIFICATE HOLDER**

County of Monterey Department of Public Works,
Facilities and Parks
1441 Schilling Pl S 2nd Floor
Salinas CA 93901

**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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POLICY NUMBER: GLO-118978

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury" | Locations and operations covered under this policy when required by written contract signed prior to the "bodily injury", "property damage" or "personal and advertising injury" |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. 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.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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POLICY NUMBER: GLO-118978

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| As required by written contract signed prior to the "bodily injury" or "property damage". | As required by written contract signed prior to the "bodily injury" or "property damage" and if covered under this policy. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

**(1)** The additional insured is a named insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *R.F. Koerber, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☐ **2025-01 or** ☐ **2025-02 or** ☒ **2025-03 or** ☐ **2025-04 or** ☐ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0875 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1200 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1200 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-03**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: R.F. KOERBER, INC.**

**By:** Signed by: 2585F571987E46C... _____

**Name:** Justin Koerber

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/9/2025 | 3:11 PM PDT

**& By:** Signed by: 2585F571987E46C... _____

**Name:** Justin Koerber

**Title:** CFO
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/9/2025 | 3:11 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** DocuSigned by: Mary Grace Perry 633031E17FD247F... _____
Mary Grace Perry, Deputy County Counsel

**Date:** 9/9/2025 | 4:54 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E67454F6... _____
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 1:43 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

PO Box 431

PASO ROBLES, CA 93447

**Contractor's License Type**: B

**License Number:** 863577

**License Expiration Date:** 8/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM INCLUDED IN PERFORMANCE BOND

BOND NO. 24288706

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal, R.F. KOERBER, INC. as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
- ☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we R.F. KOERBER, INC.
as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, :

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does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: _____

JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: _____

BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega, Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4TH day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Docusign Envelope ID: 36F0BE3D-A0F1-4749-9AD5-1423F6070A49

No. 5133-4

STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

**The Ohio Casualty Insurance Company**

*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie J. Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promp issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be gro revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN,
*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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

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 MSalazar
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

1542

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Docusign Envelope ID: DCBD6741-5117-
Docusign Envelope ID: 36F0BE3D-A0F1-4749-9AD5-1423F6070A49

ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM $ 28,775.00 IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT AMOUNT

BOND NO. 24288706

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal, R.F. KOERBER, INC.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bon

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Docusign Envelope ID: 36F0BE3D-A0F1-4749-9AD5-1423F6070A49

it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: 36F0BE3D-A0F1-4749-9AD5-1423F6070A49

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By:

BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin F. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4TH day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

**Amended**

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

**The Ohio Casualty Insurance Company**

*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie J. Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code prompt issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grou revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** CIVIL CODE § 1189

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,

*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN

*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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

Signature _____

*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2025

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**
Ted Hamm Insurance Agency
1503 Park Street
Paso Robles, CA 93446
License #: 0L89671

CONTACT NAME: Ailsa Hunter
PHONE (A/C, No, Ext): (805)238-1818 FAX (A/C, No): (888)279-2649
E-MAIL ADDRESS: ailsa@thiapaso.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | |
| INSURER B : Kemper Insurance Company | 10914 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
R F Koerber, Inc.
PO BOX 431
Paso Robles, CA 93447

**COVERAGES** CERTIFICATE NUMBER: 00002755-3729712 REVISION NUMBER: 86

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 3AA867718 | 02/21/2025 | 02/21/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | 50010204801 | 05/06/2025 | 11/06/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | EZXS3196738 | 04/09/2025 | 02/21/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Pollution | | | CPLMOL129301 | 02/21/2025 | 02/21/2026 | Occurence | 1,000,000 |

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

JOC BID NO. FACILITIES LARGE CAPACITY 2025-03

THE COUNTY OF MONTEREY, its Officers, Employees, Represenatives, Volunteers and Agents and other interested parties as designated by contractor shall be named as additional insureds under Commercial General Liability Policy and such insurance afforded the additional insureds shall apply as primary insurance. Any other insurance maintained by contractor or owner shall not be called upon to contribute with this insurance. A policy endorsement signed by an authorized represenative of the insurer, referencing the correct policy number, must be attached to the certificate of insurance submitted by RF Koerber, Inc, (continued on ACORD 101 Additional Remarks Schedule)

**CERTIFICATE HOLDER**
County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

**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
Ailsa Hunter

1550

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AGENCY CUSTOMER ID: 00002755

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ted Hamm Insurance Agency | R F Koerber, Inc. |
| POLICY NUMBER: N/A | |
| CARRIER: Multiple Carriers / NAIC CODE: | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
wherein the Subcontractors Commercial General Liability coverage is affirmed to be primary and such other coverage as is carried by RF Koerber Inc acknowledged to be non-contributory.



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# EVANSTON INSURANCE COMPANY

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

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

| Additional Premium: | $Included (Check box if fully earned ☒) |
|---|---|

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

**A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

**B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



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# EVANSTON INSURANCE COMPANY

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

## CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Maximum Annual Limit Of Insurance: | $5,000,000 |

The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
2. Such payments will not reduce any Construction Project General Aggregate Limit.


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C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

All other terms and conditions remain unchanged.



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KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works, Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page. | |

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

**PART A – LIABILITY COVERAGE OTHER INSURANCE – PART A ONLY**

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

a. **You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
b. Such additional insured is a named insured under such other insurance.

**ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

Docusign Envelope ID: 36F0BE3D-A0F1-4749-9AD5-1423F6070A49

KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# ADDITIONAL NAMED INSURED ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| **County of Monterey, Department of Public Works, Facilities and Parks**<br>**1441 Schilling Place, 2nd Floor**<br>**Salinas, CA 93901** | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

| Additional Insured |
|---|
| County of Monterey, Department of Public Works, Facilities and Parks |

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

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KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# WAIVER OF SUBROGATION

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works, Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | 50010204801 | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

**County of Monterey, Department of Public Works, Facilities and Parks**

(name of person or organization)

Additional premium in the amount of $50.00 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.



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# EVANSTON INSURANCE COMPANY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery |
| **Additional Premium:** $ Included |

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Newton Constuction & Management, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☐ **2025-01 or** ☐ **2025-02 or** ☐ **2025-03 or** ☒ **2025-04 or** ☐ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0850 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1300 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1300 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-04**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: NEWTON CONSTUCTION & MANAGEMENT, INC.**

**By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name:** Eric Newton

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 3:14 PM PDT

**& By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name:** Eric Newton

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 3:14 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** DocuSigned by: Mary Grace Perry 633031E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 7:15 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:16 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

2436 Broad Street

SAN LUIS OBISPO, CA 93401

**Contractor's License Type**: A, B, C10, C16

**License Number:** 783608

**License Expiration Date:** 9/30/2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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NEWTON
CONSTRUCTION & MANAGEMENT

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF DIRECTORS**

**NEWTON CONSTRUCTION & MANAGEMENT, INC.**

**January 1, 2006**

The undersigned, being the directors of the corporation, acting pursuant to the authority of Section 307 of the California General Corporations Law, hereby adopt the following recitals and resolution, effective on the date set forth above.

**WHEREAS**, it is contemplated that the corporation will enter into contracts with third parties in conducting the business of the corporation, it is

**RESOLVED**, that Eric Newton, President and Secretary of the corporation, is hereby authorized to sign any and all contracts for and on behalf of the corporation.

Eric Newton

Director

Rodessa Newton

Director

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EXECUTED IN 1 ORIGINAL COUNTERPART
Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: _____, Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: _____
KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature:
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

| Signer's Name: | Signer's Name: |
|---|---|
| ☐ Individual | ☐ Individual |
| ☐ Corporate Officer Title(s): | ☐ Corporate Officer Title(s): |
| ☐ Partner - ☐ Limited ☐ General | ☐ Partner - ☐ Limited ☐ General |
| ☐ Attorney in Fact | ☐ Attorney in Fact |
| ☐ Trustee | ☐ Trustee |
| ☐ Guardian or Conservator | ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer is Representing: | Signer is Representing: |
| Right Thumbprint of Signer Top of thumb here | Right Thumbprint of Signer Top of thumb here |

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42
EXECUTED IN 1 ORIGINAL COUNTERPART
Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
- ☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: _____, Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: _____
KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
} ss.
County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature:
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

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
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing:
_____
Right Thumbprint of Signer
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing:
_____
Right Thumbprint of Signer
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2025

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 | Peterson & Grantham Insurance Brokers<br>3017 Douglas Blvd. Suite 300<br>Roseville, CA 95661<br>License #: 0G05786 |
| CONTACT NAME: | Arrow Grantham |
| PHONE (A/C, No, Ext): | (916)431-0400 FAX (A/C, No): (916)431-0246 |
| E-MAIL ADDRESS: | arrow@pngins.com |
| INSURED | Newton Construction & Management, Inc<br>PO Box 3260<br>San Luis Obispo, CA 93403-3260 |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Landmark American Insurance Company | |
| INSURER B : | California Automobile Insurance Company | 38342 |
| INSURER C : | RSUI Indemnity Company | 22314 |
| INSURER D : | State Compensation Insurance Fund | 35076 |
| INSURER E : | Mt. Hawley Insurance Company | 37974 |
| INSURER F : | Westchester Surplus Lines Insurance Company | 10172 |

**COVERAGES** **CERTIFICATE NUMBER: 00001788-0** **REVISION NUMBER: 33**

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 | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | LHA114970 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>50,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>X OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>X SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | Y | Y | BA040000083890 | 09/19/2025 | 09/19/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ 0 | Y | Y | NHA604361 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 9082254-25 | 03/28/2025 | 03/28/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000<br>1,000,000 |
| E | Excess Liability | Y | Y | MXL0439579 | 12/31/2024 | 12/31/2025 | OCC/AGG | | 6,000,000 |
| F | Pollution | Y | Y | G73550944 004 | 02/01/2025 | 02/01/2026 | OCC/AGG | | 1M/2M |

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

**County of Monterey , its officers, agents, and employees are named as Additional Insureds, for Contrac JOC BID NO. FACILITIES LARGE CAPACITY 2025-04 . on GL per attached CG 2037 & CG2010 and Auto per attached form AC 70050316 Business Auto Protection Endorsement with respect to liability arising out of the CONTRACTOR's Work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance**

**CERTIFICATE HOLDER**

Monterey County
168 W Alisal St 2nd Floor
Salinas, CA 93901

**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

(AMG)

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*This Endorsement Changes The Policy. Please Read It Carefully.*

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

**Name of Person or Organization:**

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**:

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

This endorsement effective 12/31/2024
forms part of Policy Number LHA114970
issued to NEWTON CONSTRUCTION & MANAGEMENT, INC.
by Landmark American Insurance Company

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Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

Policy Number: LHA114970

**COMMERCIAL GENERAL LIABILITY**
**CG 20 01 04 13**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or


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2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| **ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW** | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.


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**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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

# Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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# BUSINESS AUTO COVERAGE FORM

**I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

**II. EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

**III. AUTOMATIC ADDITIONAL INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**IV. EMPLOYEE HIRED AUTO LIABILITY**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**V. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to 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; and
(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.

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**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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STATE COMPENSATION INSURANCE FUND

**ENDORSEMENT AGREEMENT**
**WAIVER OF SUBROGATION**
**BLANKET BASIS**



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

9082254-25
RENEWAL

**EFFECTIVE March 28, 2025 AT 12:01 AM.**
**AND EXPIRING March 28, 2026 AT 12:01 AM**

Central Valley Sacramento
0630620

**NEWTON CONSTRUCTION AND MANAGEMENT**

PO BOX 3260
SAN LUIS OBISPO, CA 93403

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: March 14, 2025

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572

SCIF FORM 10217 (REV. 4 - 2018)

OLD DP 217

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Angeles Contractor, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☐ **2025-01 or** ☐ **2025-02 or** ☐ **2025-03 or** ☐ **2025-04 or** ☒ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1000 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1000 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-05**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signature
Mary Grace Perry
633031E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/12/2025 | 11:27 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by:
Patricia Ruiz
579EF64F57454F6...
Ma Moh, Chief Deputy Auditor-Controller

**Date:** 9/12/2025 | 11:50 AM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: ANGELES CONTRACTOR, INC.**

**By:** DocuSigned by:
Young Kang
E105EC1C76AB407...

**Name:** Young Kang

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 9:38 AM PDT

**& By:** DocuSigned by:
Young Kang
E105EC1C76AB407...

**Name:** Young Kang

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 9:38 AM PDT

**COMPANY ADDRESS**:

783 Phillips Drive

CITY OF INDUSTRY, CA 91748

**Contractor's License Type**: A, B, C9, C10, C15, C33, C39,

**License Number:** 858483

**License Expiration Date:** 5/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

Bond No. 30254441
Premium: $21,270.00
Premium is for contract term and is subject to adjustment based on final contract price
Executed in: 1 Counterpart

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Angeles Contractor, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Angeles Contractor, Inc.

as Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, Eleven Thousand, Six Hundred Eighty-Four Dollars ($3,011,684), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Angeles Contractor, Inc.
Principal

By: YOUNG KANG

Title: President / Secretary

*(Corporate Seal)* Western Surety Company
Surety

By: Rebecca Haas-Bates

Title: Rebecca Haas-Bates, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# Minutes of Board of Directors Meeting

## Of

## Angeles Contractor, Inc.

The undersigned, being the directors of the above named corporation, in accordance with corporate law and the bylaw of this Corporation, do hereby consent to the adoption of the following recitals and resolutions.

An annual meeting of the board of directors of the corporation was held at: 783 Phillips Drive, City of Industry, CA 9748 on March 21, 2025 at 10:00 a.m..

The President and Secretary of the Corporation acted respectively, as Chairman and Secretary of the meeting.

There were present, representing a quorum of the board:

| | |
|---|---|
| President: | Young W. Kang |
| Secretary: | Young W. Kang |
| Director: | Young W. Kang |

## Ratification and Approval of Actions

The president of the corporation acted as chairman, and the secretary of the corporation acted as secretary of the meeting.

Whereas, the Board of Directors and Officers of the Corporation have taken action between the last meeting and this meeting.

Whereas, it would be in the best interests of the corporation to ratify and approve the actions of directors and officers of the corporation occurring between the last meeting as this meeting.

Resolved: The Directors ratify and approve the actions of Directors and Officers of the Corporation occurring between the last meeting and this year's meeting.

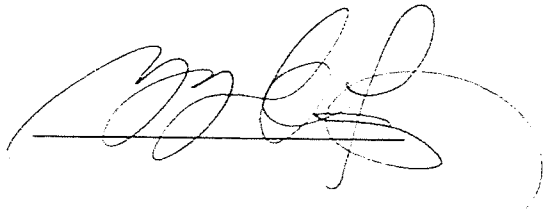
To authorize the officers and certain senior management personnel to contract and obligate the corporation, in the ordinary course of business the following resolution was, upon motion duly made, seconded and carried, adopted:

Resolved: That the following officers and certain senior management personnel be, and the same hereby are authorized to sign contracts and obligations on behalf of the corporation.

**Young W. Kang, President**
**Raymond S. Yoo, SVP**
**Taik G. Kim aka Chris Kim, SVP**
**Walter E. Shirley, SVP**
**Alex Y. Cho, VP**
**Gregory M. Edwards, VP**

There being no further business to come before the meeting, it was adjourned on motion duly made and carried.

Date: 3/21/2025

Signed by Secretary: 

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )

On 08/27/2025 (Date) before me, L. Gomez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Rebecca Haas-Bates (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/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.

L. GOMEZ
Notary Public - California
Orange County
Commission # 2413682
My Comm. Expires Aug 23, 2026

Signature L. Gomez
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Performance Bond No. 30254441 Document Date: 08/27/2025
Number of Pages: Three (3) Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| Signer's Name: Rebecca Haas-Bates | Signer's Name: _____ |
|---|---|
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☑ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: Western Surety Company | Signer Is Representing: _____ |

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# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Richard Adair, William Syrkin, Rebecca Haas-Bates, Individually**

of Orange, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27TH day of AUGUST, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

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Bond No.: 30254441
Premium is included in the performance bond
Executed in: 1 Counterpart

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Angeles Contractor, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Angeles Contractor, Inc.

as Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, Eleven Thousand, Six Hundred Eighty-Four Dollars ($3,011,684) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it

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does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Angeles Contractor, Inc.
Principal

By: _____ YOUNG KANG

Title: President / Secretary

*(Corporate Seal)* Western Surety Company
Surety

By: _____

Title: Rebecca Haas-Bates, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: E4128AC8-D31D-4429-B54B-1A9CCF5FA554

# Minutes of Board of Directors Meeting

## Of

## Angeles Contractor, Inc.

The undersigned, being the directors of the above named corporation, in accordance with corporate law and the bylaw of this Corporation, do hereby consent to the adoption of the following recitals and resolutions.

An annual meeting of the board of directors of the corporation was held at: 783 Phillips Drive, City of Industry, CA 9748 on March 21, 2025 at 10:00 a.m..

The President and Secretary of the Corporation acted respectively, as Chairman and Secretary of the meeting.

There were present, representing a quorum of the board:

| | |
|---|---|
| President: | Young W. Kang |
| Secretary: | Young W. Kang |
| Director: | Young W. Kang |

## Ratification and Approval of Actions

The president of the corporation acted as chairman, and the secretary of the corporation acted as secretary of the meeting.

Whereas, the Board of Directors and Officers of the Corporation have taken action between the last meeting and this meeting.

Whereas, it would be in the best interests of the corporation to ratify and approve the actions of directors and officers of the corporation occurring between the last meeting as this meeting.

Resolved: The Directors ratify and approve the actions of Directors and Officers of the Corporation occurring between the last meeting and this year's meeting.

To authorize the officers and certain senior management personnel to contract and obligate the corporation, in the ordinary course of business the following resolution was, upon motion duly made, seconded and carried, adopted:

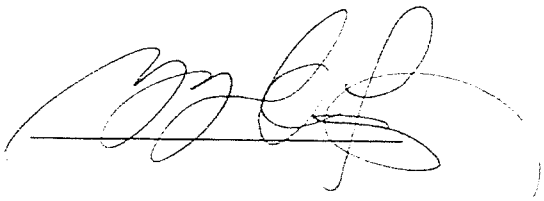
Resolved: That the following officers and certain senior management personnel be, and the same hereby are authorized to sign contracts and obligations on behalf of the corporation.

**Young W. Kang, President**
**Raymond S. Yoo, SVP**
**Taik G. Kim aka Chris Kim, SVP**
**Walter E. Shirley, SVP**
**Alex Y. Cho, VP**
**Gregory M. Edwards, VP**

There being no further business to come before the meeting, it was adjourned on motion duly made and carried.

Date: 3/21/2025

Signed by Secretary:



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )

On 08/27/2025 (Date) before me, L. Gomez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Rebecca Haas-Bates (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/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.

L. GOMEZ
Notary Public - California
Orange County
Commission # 2413682
My Comm. Expires Aug 23, 2026

Signature L. Gomez
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Payment Bond No. 30254441 Document Date: 08/27/2025
Number of Pages: Three (3) Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Western Surety Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Richard Adair, William Syrkin, Rebecca Haas-Bates, Individually**

of Orange, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27TH day of AUGUST, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

Docusign Envelope ID: E4128AC8-D31D-4429-B54B-1A9CCF5FA554

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2025

**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**
Foundation Risk Partners dba Millennium Risk Mgmt & Ins Services
301 E Colorado Blvd, Suite 205
Pasadena CA 91101

License#: 0M93299
ANGECON-02

**CONTACT NAME:** Certificate Desk
**PHONE (A/C, No, Ext):** 818-844-4110 **FAX (A/C, No):**
**E-MAIL ADDRESS:** Cert@mcsins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Continental Insurance Company | 35289 |
| INSURER B : American Casualty Company of Reading, | 20427 |
| INSURER C : Valley Forge Insurance Company | 20508 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Angeles Contractor, Inc.
783 Phillips Dr
City of Industry CA 91748-1147

**COVERAGES** **CERTIFICATE NUMBER:** 703870657 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Ded $1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 4033039664 | 9/1/2025 | 9/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>X Coll 1000 X Comp 1000 | Y | | 5095610531 | 9/1/2025 | 9/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ $0 | | | 5095610562 | 9/1/2025 | 9/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>Excess over GL AL EL | $ 10,000,000<br>$ 10,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 7094398780 | 9/1/2025 | 9/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Subject to all policy terms, exclusions and conditions. Umbrella Liability is over GL, AL, and EL.
Re: PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05

The County of Monterey, its officers, officials, employees, and volunteers, where required by written contract, are named as additional insured for General Liability for ongoing & completed operations with primary wording; addl insured for Auto Liability; all per forms attached for review. 30 day notice of cancellation/ 10 days notice for non-payment of premium.

**CERTIFICATE HOLDER**

County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place South - 2nd Floor
Salinas CA 93901-2438

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

# CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

## I. LIABILITY COVERAGE

### A. Who Is An Insured

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

**1. a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

**b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

**2.** Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

**a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

**b.** Does not apply to:

**(1)** "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

**(2)** Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

**3.** Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

**4.** An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

**1.** Which are no longer in force; or

**2.** Whose limits have been exhausted.

### B. Bail Bonds and Loss of Earnings

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

**1.** In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

**2.** In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

### C. Fellow Employee

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

## II. PHYSICAL DAMAGE COVERAGE

### A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

### B. Transportation Expenses

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

**a.** $60 per day, in lieu of $20; subject to

**b.** $1,800 maximum, in lieu of $600.

### C. Loss of Use Expenses

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

**a.** $1,000 maximum, in lieu of $600.

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**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.**:

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

**a.** Any covered "auto" you lease, hire, rent or borrow without a driver; and

**b.** Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

**c.** The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

**d.** The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."

**e.** Such physical damage coverage for hired "autos" will:

**(1)** Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

**(2)** Such coverage as is provided by this provision will be subject to a limit of $750 per "accident."

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

**c.** Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

**d.** A $100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the "diminution in value" exclusion does not apply to:

**a.** Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

**b.** Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

**c.** Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

**d.** The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

**(1)** $5,000; or

**(2)** 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III**:

**1.** Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

**a.** An "auto" owned by that "executive officer" or a member of that person's household; or

**b.** An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

**(1)** Equal to the greatest of those coverages afforded any covered "auto"; and


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**(2)** Excess over any other collectible insurance.

**2.** For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

## IV. BUSINESS AUTO CONDITIONS

### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

**(4)** Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

**(6)** Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

### C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

### D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

### E. Policy Period, Coverage Territory

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

**a.** 45 days of coverage in lieu of 30 days.

## V. DEFINITIONS

**Section V. Paragraph C.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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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; and

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

**1.** Coverage broader than what you are required to provide by the **written contract**; or

**2.** A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

**II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, 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** 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.

**III.** 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;

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**.

**IV.** But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:


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

**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**.

**V.** 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**.

**VI.** 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**:

**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.

**VII.** 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 endeavor to 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 other insurance under 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.

**VIII.** 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.** Was executed prior to:



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**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; and

**B.** Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

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.



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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Quincon, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of

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this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

## ADJUSTMENT FACTORS

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. Individual Job Orders are capped at $1,000,000. The Maximum Contract Value is $3,000,000 for the **JOC FACILITIES-S ☒ 2025-01 or ☐ 2025-02 or ☐ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0600 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1300 |
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0700 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1350 |

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## ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

## ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

## ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-S 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

Docusign Envelope ID: 29DDD148-B59C-478F-A5E1-F6652681A3A6

**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 633031E17FD247E...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 7:23 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** Signed by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:19 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: QUINCON, INC.**

**By:** Signed by: Jose Quintana CEDFE4FAD35D42F...

**Name:** Jose Quintanta

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 3:37 PM PDT

**& By:** Signed by: Jose Quintana CEDFE4FAD35D42F...

**Name:** Jose Quintana

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 3:37 PM PDT

**COMPANY ADDRESS**:

PO BOX 1029

GROVER BEACH, CA, 93483

**Contractor's License Type**: A, B, C27, C09, C33

**License Number:** 888545

**License Expiration Date:** 12/31/2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Bond No. 54268831
Premium Amt: $13,500.00

**Date:** September 9th, 2025

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Quincon, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Quincon, Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Quincon, Inc.
Principal

By: _____

Title: _____

*(Corporate Seal)* United Fire & Casualty Company
Surety

By: _____

Title: Jodie Lee Doner, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 29DDD148-B59C-478F-A5E1-F6652681A3A6

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of: California

County of _____

On 9/9/25 before me, Susana G Rodriguez Notary Public,

personally appeared Jodie Doner

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.

SUSANA GUADALUPE RODRIGUEZ
Notary Public - California
Ventura County
Commission # 2484243
My Comm. Expires Mar 15, 2028

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

TITLES(S)

☐PARTNERS ☐LIMITED ☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

**SIGNER IS REPRESENTING:**
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Docusign Envelope ID: 29DDD148-B59C-478F-A5E1-F6652681A3A6

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**
**118 Second Ave SE**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN P. REED, JESSICA GARCIA, AARON FOSBURG, JODIE LEE DONER, EMMANUEL BRIZUELA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

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Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

# PAYMENT BOND

Bond No. 54268831
Premium Amt Incld in Perf Bond

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Quincon, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03 and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Quincon, Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of One Million Dollars ($1,000,000) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Quincon, Inc.
Principal

By: _____

Title: _____

*(Corporate Seal)* United Fire & Casualty Company
Surety

By: _____

Title: Jodie Lee Doner, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 29DDD148-B59C-478F-A5E1-F6652681A3A6

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of: California

County of _____

On 9/9/25 before me, Susana G Rodriguez Notary Public,

personally appeared Jodie Doner

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.

SUSANA GUADALUPE RODRIGUEZ
Notary Public - California
Ventura County
Commission # 2484243
My Comm. Expires Mar 15, 2028

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

_____
TITLES(S)

☐PARTNERS ☐LIMITED
☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**
NAME OF PERSON(S) OR ENTITY(IES)

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Docusign Envelope ID: 29DDD148-B59C-478F-A5E1-F6652681A3A6

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**
**118 Second Ave SE**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN P. REED, JESSICA GARCIA, AARON FOSBURG, JODIE LEE DONER, EMMANUEL BRIZUELA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

Docusign Envelope ID: 29DDD148-B59C-478F-A5E1-F6652681A3A6

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2025

**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 | CONTACT NAME: Paige Martin CISR | |
|---|---|---|
| DEJ Insurance Services Inc<br>License #0F82089<br>653 W Fallbrook #103<br>Fresno CA 93711 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: PaigeM@insurancedej.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Navigators Insurance Company | 42307 |
| INSURED<br>Quincon Inc<br>PO Box 1029<br>Grover Beach CA 93483 | INSURER B : Security National Ins Co | 19879 |
| | INSURER C : Service American Indemnity Co | 39152 |
| | INSURER D : XL Specialty Insurance Company | 37885 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 GL BA IM UMB WC **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 | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | SF25CGLZ0D5FNIC | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Per Project Aggregate | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 5,000,000 |
| B | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | Y | | SPP180853402 | 03/01/2025 | 03/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | ☐ UMBRELLA LIAB ☒ OCCUR<br>☒ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | LA25EXCZ0D5M6IC | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | SAMTWC0056804 | 03/01/2025 | 03/01/2026 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Rented/Leased Equipment<br>Scheduled Equipment | | | UM00181545MA25A | 03/01/2025 | 03/01/2026 | $1,000 Deductible<br>$1,000 Deductible | $200,000<br>Per Schedule |

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

JOC Bid No. Facilities Small Capacity 2025-01. The County of Monterey, its officers, officials, employees, agents, and volunteers are included as additional insured and insurance is primary and non-contributory with waiver of subrogation as per forms CG2010 0413, CG2037 0413, CG2001 0413, CA990187 0715 and WC040306 0484 attached.

**CERTIFICATE HOLDER**

Monterey County Dept of Public Works Facilities and Parks
1441 Schilling Place S 2nd FL
Salinas CA 93901-4527

**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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**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization to whom the Named Insured has agreed by a written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only as respects “Commercial Construction”, and only as respects occurrences subsequent to the making of such written contract.<br><br>As used in this endorsement, “Commercial Construction” means construction other than 1) new home construction and 2) condominium or townhouse related work other than remodel of a single unit. | Where specified by written contract, but only as respects “Commercial Construction". |
| . | . |
| . | . |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

**1.** The insurance afforded to such additional

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.


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insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**This Endorsement Changes The Policy. Please Read It Carefully**

# BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.**

Item **1. Who is an Insured** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

**d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

**(1)** coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**(2)** coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

**(3)** coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

**e.** An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**f.** Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

**B. Increase Of Loss Earnings Payment**

Subpart **(4)** of **a. Supplementary Payments** of Item **2. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

**(4)** We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

**C. Fellow Employee Injured By Covered Auto You Own Or Hire**

Item **5. Fellow Employee** of Paragraph **B. Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

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**D. Limited Automatic Towing Coverage**

Item **2. Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**2. Towing**

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

**a.** The limit for towing and labor for each disablement is $500;

**b.** No deductible applies to this coverage.

**E**. Item **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

**Glass Repair Coverage**

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered “auto”, for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the “loss” arises from a covered Comprehensive “loss” to your “auto”.

**F. Increase Of Transportation Expense Coverage**

Subpart **a. Transportation Expenses** of Item **4. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered "auto" is returned to use or we pay for its "loss".

**G. “Personal Effects” Coverage**

Item **4. Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to add:

**“Personal Effects” Coverage**

We will pay actual cash value for “loss” to “personal effects” of the “insured” while in a covered “auto” subject to a maximum limit of $2,500 per “loss”, for that covered “auto” caused by the same “accident”. No deductible will apply to this coverage.

**H. “Downtime Loss” Coverage**

Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

**“Downtime Loss” Coverage**

We will pay any resulting “downtime loss” expenses you sustain as a result of a covered physical damage “loss” to a covered “auto” up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage “loss”, subject to the following conditions:

**a.** We will provide “downtime loss” beginning on the 5th day after *we* have given you our agreement to pay for repairs to a covered “auto” and you have given the repair facility your authorization to make repairs;

**b.** Coverage for “downtime loss” expenses will end when any of the following occur:

(1) You have a spare or reserve “auto” available to you to continue your operations.

(2) You purchase a replacement “auto”.

(3) Repairs to your covered “auto” have been completed by the repair facility and they determine the covered “auto” is road-worthy.

(4) You reach the 30 day maximum coverage.

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**I.** Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

**a.** We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.

**b.** Our payment is limited to necessary and actual expenses incurred.

**c.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**d.** If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**J. "Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

**"Personal Effects" Exclusion**

We will not pay for "loss" to "personal effects" of any of the following:

a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.

b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.

c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

**K. Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a.** Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

**L. Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** The amount paid under the Physical Damage Coverage Section of the policy; and

**b.** Any:

**(1)** Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

**(4)** Security deposits not refunded by the lessor; and

**(5)** Carry-over balances from previous loans or leases

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**M. Aggregate Deductible**

Paragraph **D**. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

**N. Diminishing Deductible**

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

| Loss Free Policy Periods With the Expansion Endorsement | Deductible Reduction on the first "loss" |
|---|---|
| 1 | 0% |
| 2 | 25% |
| 3 | 50% |
| 4 | 75% |
| 5 | 100% |

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

**O. Knowledge of Loss and Notice To Us**

Subsection **a**. of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;

**(3)** An "executive officer" or director, if you are a corporation;

**(4)** A manager or member, if you are a limited liability company;

**(5)** Your insurance manager; or

**(6)** Your legal representative.

**P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract**

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**5. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

**Q. Insurance is Primary and Noncontributory**

Subpart **a**. of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

**R. Other Insurance – Hired Auto Physical Damage**

Subpart **b**. of Item **5.**.**Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

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**(2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**S. Unintentional Failure To Disclose Hazards**

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

**9.** Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

**T. Additional Definition**

**SECTION V – DEFINITIONS** is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

**1.** Is out of service for repair or replacement as a result of a covered physical damage "loss" and

**2.** Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

**1**. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

**2.** Continuing normal operating expenses incurred, including payroll.

**In this endorsement, <u>Headings and Titles</u> are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization for whom you are performing operations during the policy period 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. | . |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

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

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

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

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

Blanket waiver of subrogation as required by written

**Job Description**

contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 03/01/2025 Policy No. SAMTWC0056804 Endorsement No.

Policy Effective Date: 03/01/2025 to 03/01/2026 Premium $

Insured: Quincon Inc

DBA:

Carrier Name / Code: Service American Indemnity Company (Method)

Countersigned by _____

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *R.F. Koerber, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-01**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of

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this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

## ADJUSTMENT FACTORS

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. Individual Job Orders are capped at $1,000,000. The Maximum Contract Value is $3,000,000 for the **JOC FACILITIES-S ☐ 2025-01 or ☒ 2025-02 or ☐ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0875 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1200 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1200 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-S 2025-02**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: R.F. KOERBER, INC.**

**By:** Signed by: 2585F571987E46C... _____

**Name:** Justin Koerber

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/9/2025 | 3:50 PM PDT

**& By:** Signed by: 2585F571987E46C... _____

**Name:** Justin Koerber

**Title:** CFO
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/9/2025 | 3:50 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 633031E17FD247F... _____
Mary Grace Perry, Deputy County Counsel

**Date:** 9/9/2025 | 4:56 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor-Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454F6... _____
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 1:45 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

PO Box 431

PASO ROBLES, CA 93447

**Contractor's License Type**: B

**License Number:** 863577

**License Expiration Date:** 8/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM INCLUDED IN PERFORMANCE BOND

BOND NO. 24288705

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

R.F. KOERBER, INC.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03 and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of One Million Dollars ($1,000,000) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual
SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega, Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

**Amended**

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

**The Ohio Casualty Insurance Company**

*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie J. Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code prompt issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grou revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN
*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/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 _____
*Signature of Notary Public*

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213326-969577

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM $11,550.00 IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT AMOUNT

BOND NO. 24288705

**Date:** SEPTEMBER 4, 2025

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

R.F. KOERBER, INC.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: _____

JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: _____

BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213326-969577

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 *Date* before me, McKENZIE SALAZAR, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared BRITTON CHRISTIANSEN *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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

Signature MSalazar
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/03/2025

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**
Ted Hamm Insurance Agency
1503 Park Street
Paso Robles, CA 93446
License #: 0L89671

CONTACT NAME: Ailsa Hunter
PHONE (A/C, No, Ext): (805)238-1818 FAX (A/C, No): (888)279-2649
E-MAIL ADDRESS: ailsa@thiapaso.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | |
| INSURER B : Kemper Insurance Company | 10914 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
R F Koerber, Inc.
PO BOX 431
Paso Robles, CA 93447

**COVERAGES** CERTIFICATE NUMBER: 00002755-3729712 REVISION NUMBER: 87

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 3AA867718 | 02/21/2025 | 02/21/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | 50010204801 | 05/06/2025 | 11/06/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | EZXS3196738 | 04/09/2025 | 02/21/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Pollution | | | CPLMOL129301 | 02/21/2025 | 02/21/2026 | Occurence | 1,000,000 |

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

JOC BID NO. FACILITIES SMALL CAPACITY 2025-02

THE COUNTY OF MONTEREY, its Officers, Employees, Represenatives, Volunteers and Agents and other interested parties as designated by contractor shall be named as additional insureds under Commercial General Liability Policy and such insurance afforded the additional insureds shall apply as primary insurance. Any other insurance maintained by contractor or owner shall not be called upon to contribute with this insurance. A policy endorsement signed by an authorized represenative of the insurer, referencing the correct policy number, must be attached to the certificate of insurance submitted by RF Koerber, Inc, (continued on ACORD 101 Additional Remarks Schedule)

**CERTIFICATE HOLDER**

County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

**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
Ailsa Hunter

1418

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AGENCY CUSTOMER ID: 00002755

LOC #:

ACORD®

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ted Hamm Insurance Agency | R F Koerber, Inc. |
| POLICY NUMBER | |
| N/A | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| Multiple Carriers | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
wherein the Subcontractors Commercial General Liability coverage is affirmed to be primary and such other coverage as is carried by RF Koerber Inc acknowledged to be non-contributory.



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MARKEL®

# EVANSTON INSURANCE COMPANY

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

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Additional Premium: | $Included (Check box if fully earned ☒) |

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

**A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

**B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



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MARKEL®

# EVANSTON INSURANCE COMPANY

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

## CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Maximum Annual Limit Of Insurance: | $5,000,000 |

The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
2. Such payments will not reduce any Construction Project General Aggregate Limit.


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**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

**D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

All other terms and conditions remain unchanged.



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KEMPER Auto COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works, Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page. | |

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

**PART A – LIABILITY COVERAGE OTHER INSURANCE – PART A ONLY**

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

a. **You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
b. Such additional insured is a named insured under such other insurance.

**ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

## ADDITIONAL NAMED INSURED ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| **County of Monterey, Department of Public Works, Facilities and Parks**<br>**1441 Schilling Place, 2nd Floor**<br>**Salinas, CA 93901** | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

| Additional Insured |
|---|
| County of Monterey, Department of Public Works, Facilities and Parks |

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# WAIVER OF SUBROGATION

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works,<br>Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

**County of Monterey, Department of Public Works, Facilities and Parks**

(name of person or organization)

Additional premium in the amount of $50.00 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.

**1426**


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MARKEL®

# EVANSTON INSURANCE COMPANY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery |
| **Additional Premium:** $ Included |

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



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POLICYHOLDER COPY

SC

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**ISSUE DATE: 09-02-2025**

GROUP:
POLICY NUMBER: **9140487-2025**
CERTIFICATE ID: **247**
CERTIFICATE EXPIRES: **09-01-2026**
**09-01-2025/09-01-2026**

**COUNTY OF MONTEREY**

**1441 SCHILLING PL**
**SALINAS CA 93901-4543**

SC

**JOB: JOC BID NO. FACILITIES SMALL CAP 2025-02**
**1441 SCHILLING PL**
**SALINAS**
**CA 93901**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.**

**ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2025 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.**

**ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2025-09-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY**

EMPLOYER

**R F KOERBER, INC. (A CORP)**
**PO BOX 431**
**PASO ROBLES CA 93447**

SC

[P1B,HO]

**1428**

(REV.7-2014)

**PRINTED : 09-02-2025**

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM $11,550.00 IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT AMOUNT

BOND NO. 24288705

**Date:** SEPTEMBER 4, 2025

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

R.F. KOERBER, INC.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: _____

JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: _____

BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213326-969577

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN
*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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

Signature MSalazar
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM INCLUDED IN PERFORMANCE BOND

BOND NO. 24288705

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

R.F. KOERBER, INC.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03 and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of One Million Dollars ($1,000,000) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega, Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

**Amended**

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

**The Ohio Casualty Insurance Company**

*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie J. Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code prompt issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grou revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN,
*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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

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 MSalazar
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213326-969577

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2025

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**
Ted Hamm Insurance Agency
1503 Park Street
Paso Robles, CA 93446
License #: 0L89671

CONTACT NAME: Ailsa Hunter
PHONE (A/C, No, Ext): (805)238-1818 FAX (A/C, No): (888)279-2649
E-MAIL ADDRESS: ailsa@thiapaso.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | |
| INSURER B : Kemper Insurance Company | 10914 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
R F Koerber, Inc.
PO BOX 431
Paso Robles, CA 93447

**COVERAGES** CERTIFICATE NUMBER: 00002755-3729712 REVISION NUMBER: 87

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | 3AA867718 | 02/21/2025 | 02/21/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $ 5,000 |
| | X POLICY PRO-JECT LOC | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | Y | Y | 50010204801 | 05/06/2025 | 11/06/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | EZXS3196738 | 04/09/2025 | 02/21/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Pollution | | | CPLMOL129301 | 02/21/2025 | 02/21/2026 | Occurence | 1,000,000 |

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

JOC BID NO. FACILITIES SMALL CAPACITY 2025-02

THE COUNTY OF MONTEREY, its Officers, Employees, Represenatives, Volunteers and Agents and other interested parties as designated by contractor shall be named as additional insureds under Commercial General Liability Policy and such insurance afforded the additional insureds shall apply as primary insurance. Any other insurance maintained by contractor or owner shall not be called upon to contribute with this insurance. A policy endorsement signed by an authorized represenative of the insurer, referencing the correct policy number, must be attached to the certificate of insurance submitted by RF Koerber, Inc, (continued on ACORD 101 Additional Remarks Schedule)

**CERTIFICATE HOLDER**

County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

**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
Ailsa Hunter

1441

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AGENCY CUSTOMER ID: 00002755

LOC #:

ACORD®

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ted Hamm Insurance Agency | R F Koerber, Inc. |
| POLICY NUMBER: N/A | |
| CARRIER: Multiple Carriers / NAIC CODE: | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
wherein the Subcontractors Commercial General Liability coverage is affirmed to be primary and such other coverage as is carried by RF Koerber Inc acknowledged to be non-contributory.



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MARKEL®

# EVANSTON INSURANCE COMPANY

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

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Additional Premium: | $Included (Check box if fully earned ☒) |

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

**A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

**B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



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MARKEL®

# EVANSTON INSURANCE COMPANY

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

## CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Maximum Annual Limit Of Insurance: | $5,000,000 |

The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
2. Such payments will not reduce any Construction Project General Aggregate Limit.


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C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

All other terms and conditions remain unchanged.



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KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works, Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page. | |

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

**PART A – LIABILITY COVERAGE OTHER INSURANCE – PART A ONLY**

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

a. **You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
b. Such additional insured is a named insured under such other insurance.

**ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

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KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

## ADDITIONAL NAMED INSURED ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| **County of Monterey, Department of Public Works, Facilities and Parks**<br>**1441 Schilling Place, 2nd Floor**<br>**Salinas, CA 93901** | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

| Additional Insured |
|---|
| County of Monterey, Department of Public Works, Facilities and Parks |

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# WAIVER OF SUBROGATION

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works,<br>Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

**County of Monterey, Department of Public Works, Facilities and Parks**

(name of person or organization)

Additional premium in the amount of $50.00 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.

**1449**


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# EVANSTON INSURANCE COMPANY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery |
| **Additional Premium:** $ Included |

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



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STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**ISSUE DATE: 09-02-2025**

GROUP:
POLICY NUMBER: **9140487-2025**
CERTIFICATE ID: **247**
CERTIFICATE EXPIRES: **09-01-2026**
**09-01-2025/09-01-2026**

**COUNTY OF MONTEREY**

**1441 SCHILLING PL**
**SALINAS CA 93901-4543**

SC

**JOB: JOC BID NO. FACILITIES SMALL CAP 2025-02**
**1441 SCHILLING PL**
**SALINAS**
**CA 93901**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.**

**ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2025 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.**

**ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2025-09-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY**

EMPLOYER

**R F KOERBER, INC. (A CORP)**
**PO BOX 431**
**PASO ROBLES CA 93447**

SC

[P1B,HO]

**1451**

(REV.7-2014)

**PRINTED : 09-02-2025**

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Newton Constuction & Management, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-01**

☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-02**

☒ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs

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earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. Individual Job Orders are capped at $1,000,000. The Maximum Contract Value is $3,000,000 for the **JOC FACILITIES-S ☐ 2025-01 or ☐ 2025-02 or ☒ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0850 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1300 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1300 |

ARTICLE 4. LIQUIDATED DAMAGES

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COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-S 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: NEWTON CONSTUCTION & MANAGEMENT, INC.**

**By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name:** Eric Newton

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 3:17 PM PDT

**& By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name:** Eric Newton

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 3:17 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 633931E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 7:21 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** Docusigned by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:18 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

2436 Broad Street

SAN LUIS OBISPO, CA 93401

**Contractor's License Type**: A, B, C10, C16

**License Number:** 783608

**License Expiration Date:** 9/30/2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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NEWTON
CONSTRUCTION & MANAGEMENT

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF DIRECTORS**

**NEWTON CONSTRUCTION & MANAGEMENT, INC.**

**January 1, 2006**

The undersigned, being the directors of the corporation, acting pursuant to the authority of Section 307 of the California General Corporations Law, hereby adopt the following recitals and resolution, effective on the date set forth above.

**WHEREAS**, it is contemplated that the corporation will enter into contracts with third parties in conducting the business of the corporation, it is

**RESOLVED**, that Eric Newton, President and Secretary of the corporation, is hereby authorized to sign any and all contracts for and on behalf of the corporation.

Eric Newton

Director

Rodessa Newton

Director

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EXECUTED IN 1 ORIGINAL COUNTERPART
Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

**Date:** AUGUST 28TH, 2025

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**
OR

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: _____, Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: _____
KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

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and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature:
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

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
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Right Thumbprint of Signer
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Right Thumbprint of Signer
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# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03 and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of One Million Dollars ($1,000,000) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: , Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

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and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature: _____
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

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
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

Signer's Name: _____
☐ Individual
☐ Corporate Officer Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2025

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 | Peterson & Grantham Insurance Brokers<br>3017 Douglas Blvd. Suite 300<br>Roseville, CA 95661<br>License #: 0G05786 |
| CONTACT NAME: | Arrow Grantham |
| PHONE (A/C, No, Ext): | (916)431-0400 |
| FAX (A/C, No): | (916)431-0246 |
| E-MAIL ADDRESS: | arrow@pngins.com |
| INSURED | Newton Construction & Management, Inc<br>PO Box 3260<br>San Luis Obispo, CA 93403-3260 |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Landmark American Insurance Company | |
| INSURER B : | California Automobile Insurance Company | 38342 |
| INSURER C : | RSUI Indemnity Company | 22314 |
| INSURER D : | State Compensation Insurance Fund | 35076 |
| INSURER E : | Mt. Hawley Insurance Company | 37974 |
| INSURER F : | Westchester Surplus Lines Insurance Company | 10172 |

**COVERAGES** **CERTIFICATE NUMBER: 00001788-0** **REVISION NUMBER: 32**

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 | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | LHA114970 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | BA040000083890 | 09/19/2025 | 09/19/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ 0 | Y | Y | NHA604361 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 9082254-25 | 03/28/2025 | 03/28/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | 1,000,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Excess Liability | Y | Y | MXL0439579 | 12/31/2024 | 12/31/2025 | OCC/AGG | 6,000,000 |
| F | Pollution | Y | Y | G73550944 004 | 02/01/2025 | 02/01/2026 | OCC/AGG | 1M/2M |

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

**County of Monterey , its officers, agents, and employees are named as Additional Insureds, for Contract JOC BID NO. FACILITIES SMALL CAPACITY 2025-03 . on GL per attached CG 2037 & CG2010 and Auto per attached form AC 70050316 Business Auto Protection Endorsement with respect to liability arising out of the CONTRACTOR's Work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance**

**CERTIFICATE HOLDER**

Monterey County
168 W Alisal St 2nd Floor
Salinas, CA 93901

**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

(AMG)

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*This Endorsement Changes The Policy. Please Read It Carefully.*

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

**Name of Person or Organization:**

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS**, **8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**:

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

This endorsement effective 12/31/2024
forms part of Policy Number LHA114970
issued to NEWTON CONSTRUCTION & MANAGEMENT, INC.
by Landmark American Insurance Company

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Policy Number: LHA114970

**COMMERCIAL GENERAL LIABILITY**
**CG 20 01 04 13**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or


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2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| **ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW** | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.


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**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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

# Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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# BUSINESS AUTO COVERAGE FORM

**I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

**II. EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

**III. AUTOMATIC ADDITIONAL INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**IV. EMPLOYEE HIRED AUTO LIABILITY**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**V. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to 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; and

(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.

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**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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STATE COMPENSATION INSURANCE FUND

# ENDORSEMENT AGREEMENT
## WAIVER OF SUBROGATION
## BLANKET BASIS



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

9082254-25
RENEWAL

EFFECTIVE March 28, 2025 AT 12:01 AM.
AND EXPIRING March 28, 2026 AT 12:01 AM

Central Valley Sacramento
0630620

**NEWTON CONSTRUCTION AND MANAGEMENT**

PO BOX 3260
SAN LUIS OBISPO, CA 93403

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: March 14, 2025

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572

SCIF FORM 10217 (REV. 4 - 2018)

OLD DP 217

**Introduced:** 9/25/2025 **Current Status:** Agenda Ready

**Version:** 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-Standard Agreement with Axon Enterprises, Inc., for the purchase of Park Ranger equipment and training, effective October 6, 2025 through September 30, 2035, for an amount not to exceed $130,000; and,
b. Approve and authorize the Contracts and Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total of the amendments does not exceed 10% ($13,000) of the Agreement amount and does not significantly change the scope of work, subject to County Counsel approval, for an aggregate not to exceed maximum of $143,000.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-Standard Agreement with Axon Enterprises, Inc., for the purchase of Park Ranger equipment and training, effective October 6, 2025 through September 30, 2035, for an amount not to exceed $130,000; and,
b. Approve and authorize the Contracts and Purchasing Officer or designee to execute up to three future amendments to the Agreement where the total of the amendments does not exceed 10% ($13,000) of the Agreement amount and does not significantly change the scope of work, subject to County Counsel approval, for an aggregate not to exceed maximum of $143,000.

SUMMARY/DISCUSSION:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government providing its registered members a streamlined procurement process by developing Request For Proposals (RFPs) for national, competitive solicitations that meet or exceed the needs of participating agencies, allowing Sourcewell to offer products from nationally acclaimed suppliers.

The County of Monterey is a registered member of Sourcewell. Membership allows the County to piggyback off Sourcewell's negotiated contract terms for awarded solicited proposals. This procurement process provides an effective, efficient mechanism for procurement of information technology related products and services ensuring the prudent use of public funds.

Sourcewell entered into an agreement with Axon Enterprises, Inc. (Axon) on February 6, 2024 with an expiration date of December 15, 2027 for the provision of equipment, products or services for public safety personnel.

To expand the tools used by park rangers to keep County parks safe for all visitors, the Department of Public Works, Facilities and Parks (PWFP) would like to purchase Axon's taser products, accessories and training for County park rangers. Axon submitted Quote #for the purchase of Axon's Taser 10' with a ten-year program including hardware, software, services and warranties. Payments will be made in August each year and new tasers will be provided in the first year and fifth year of the agreement. Other equipment and accessories will be provided each year of the agreement.

An Addendum is included with the Standard Agreement, amending language for Section 6.01 Payment Conditions, Section 7.0 Termination, Section 8.0 Indemnification, Section 10.05 Royalties and Inventions and Section 9.03 Insurance Coverage Requirements language from the Standard Agreement to comply with the Sourcewell agreement. Section 16.06 is amended to state County may not assign, sell or otherwise transfer the agreement without Axon's consent.

PWFP requests the Board of Supervisors approve the non-Standard Agreement (Attachment A) with a term of October 6, 2025 through September 30, 2035 for the purchase of taser equipment and training services with an aggregate not to exceed of 143,000.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved the non-Standard Agreement as to form, and fiscal provisions, respectively.

FINANCING:
If approved, the County would enter a Master Services and Purchasing Agreement to purchase eight tasers, accessories and training. Payments would be split over a 10-year period. The Fiscal Year 2025-26 Adopted Budget, for General Fund 001, Park Operations Appropriation Unit PFP058 includes sufficient appropriations to support the first payment of approximately $12,972. Future costs for the remainder of the payments will be included in the respective fiscal year recommended budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action supports the Board of Supervisors Strategic Initiatives for Public Safety. Use of innovative tools helps law enforcement manage and mitigate evolving risks, bringing safer outcomes for both officers and parks patrons. Use of Axon's TASER 10 provides transparency and effective de-escalation of situations.

___ Economic Development
___ Administration
___ Health & Human Services
___ Infrastructure
_X_ Public Safety

Prepared by: Dona Luna, Management Analyst III, x5455
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - non-Standard Agreement with Axon Enterprises, Inc.

**Introduced:** 9/25/2025 **Current Status:** Draft

**Version:** 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Contracts and Purchasing Officer or designee to execute a non-Standard Agreement with Axon Enterprises, Inc., for the purchase of Park Ranger equipment and training, effective October 6, 2025 through September 30, 2035, for an amount not to exceed $130,000; and,
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PWFP requests the Board of Supervisors approve the non-Standard Agreement (Attachment A) with a term of October 6, 2025 through September 30, 2035 for the purchase of taser equipment and training services with an aggregate not to exceed of 143,000.

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___ Economic Development
___ Administration
___ Health & Human Services
___ Infrastructure
_X_ Public Safety

Prepared by: Dona Luna, Management Analyst III, x5455
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - non-Standard Agreement with Axon Enterprises, Inc.

# Attachment A

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# COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

AXON ENTERPRISES, INC.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

## 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** Park Ranger equipment and training services

## 2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 130,000.00

## 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 6, 2025 to September 30, 2035 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

## 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Sourcewell Axon Contract

Addendum to Standard Agreement

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## 5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

## 7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:**

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Workers' Compensation Waiver of Subrogation:**

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

## 11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| **FOR COUNTY:** | **FOR CONTRACTOR:** |
|---|---|
| Bryan Flores, Chief of Parks | AXON Contracts Department |
| Name and Title | Name and Title |
| 1441 Schilling Place, 1st Floor South<br>Salinas CA 93901 | 17800 North 85th Street<br>Scottsdale AZ 85255 |
| Address | Address |
| (831) 755-4895 | (800) 978-2737 |
| Phone: | Phone: |

## 16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

## 18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Michael J. Whilden 290F38174B43406...
County Counsel

Date: 9/4/2025 | 11:51 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 1E7E657875454AE...
Auditor/Controller

Date: 9/4/2025 | 3:45 PM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By:

David Bolton, Risk Manager

Date:

**CONTRACTOR**

Axon Enterprises, Inc.
Contractor/Business Name *

By: Signed by: Robert E. Driscoll Jr 55DAEBB131A4424...
(Signature of Chair, President, or Vice-President)

Robert E. Driscoll Jr — VP, Deputy General Counsel
Name and Title

Date: 9/4/2025 | 9:47 AM MST

By: Signed by: D415764CFA3141D...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Isaiah Fields — Chief Legal Officer
Name and Title

Date: 9/4/2025 | 9:56 AM MST

**County Board of Supervisors' Agreement No. _____ approved on _____**

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

# EXHIBIT A

**To Standard Agreement by and between**
**County of Monterey, hereinafter referred to as "County"**
**AND**
**Axon Enterprises, Inc. hereinafter referred to as "CONTRACTOR"**

**Scope of Services / Payment Provisions**

## A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

County shall purchase the Axon Taser 10 Certification Pro 10YR equipment and training over a ten-year period.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

Annual Training and equipment as set forth in the attached
Quote #Q-661363-45925AS as Attachment 1 to this Scope of Work.

All written reports required under this Agreement must be delivered to Supervising Ranger and County's Contract Manager, in accordance with the schedule above.

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $130,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Payments shall be made annually at the rates set forth in the attached Quote.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

**Q-661363-45925AS**

Issued: 09/25/2025

Quote Expiration: 10/15/2025

Estimated Contract Start Date: 10/15/2025

Account Number: 112487

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

| SHIP TO | BILL TO |
|---|---|
| Monterey County Parks Dept. - CA<br>1441 Schilling Pl<br>Salinas,<br>CA<br>93901-4543<br>USA | Monterey County Parks Dept. - CA<br>1441 Schilling Pl<br>Salinas<br>CA<br>93901-4543<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Adam Smith<br>Phone: 602-751-1798<br>Email: asmith@axon.com<br>Fax: (480) 463-2201 | Isidro Trujillo<br>Phone: 831-796-1131<br>Email: trujilloi1@countyofmonterey.gov<br>Fax: |

## Quote Summary

| | |
|---|---|
| Program Length | 120 Months |
| **TOTAL COST** | $119,957.60 |
| **ESTIMATED TOTAL W/ TAX** | $129,104.02 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $6,018.87 |
| **TOTAL SAVINGS** | $60,188.65 |

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Sep 2025 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2026 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2027 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2028 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2029 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2030 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2031 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2032 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2033 | $11,995.76 | $914.63 | $12,910.39 |
| Sep 2034 | $11,995.76 | $914.75 | $12,910.51 |
| **Total** | **$119,957.60** | **$9,146.42** | **$129,104.02** |

| | |
|---|---|
| **Quote Unbundled Price:** | **$180,136.80** |
| **Quote List Price:** | **$123,957.60** |
| **Quote Subtotal:** | **$119,957.60** |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Program** | | | | | | | | | |
| C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | 120 | $178.58 | $120.06 | $120.06 | $115,257.60 | $9,146.42 | $124,404.02 |
| **A la Carte Services** | | | | | | | | | |
| 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | | | $6,000.00 | $2,000.00 | $2,000.00 | $0.00 | $2,000.00 |
| 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | | | $2,700.00 | $2,700.00 | $2,700.00 | $0.00 | $2,700.00 |
| **Total** | | | | | | | **$119,957.60** | **$9,146.42** | **$129,104.02** |

## Delivery Schedule

### Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100126 | AXON VR - TACTICAL BAG | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100390 | AXON TASER 10 - HANDLE - YELLOW CLASS 3R | 8 | 2 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100393 | AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK | 8 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100394 | AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE | 4 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100395 | AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE | 3 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100396 | AXON TASER 10 - MAGAZINE - INERT RED | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 160 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 80 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100401 | AXON TASER 10 - CARTRIDGE - INERT | 10 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100591 | AXON TASER - CLEANING KIT | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100611 | AXON TASER 10 - SAFARILAND HOLSTER - RH | 8 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100623 | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2) | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100748 | AXON VR - CONTROLLER - TASER 10 | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100832 | AXON VR - CONTROLLER - HANDGUN VR19H | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101122 | AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101294 | AXON VR - TABLET | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101300 | AXON VR - TABLET CASE | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101455 | AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101456 | AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101751 | AXON VR - HEADSET - HTC FOCUS VISION | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 2 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 8 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL | 1 | 1 | 09/15/2025 |

## Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| | | RUGGEDIZED | | | |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN | 1 | 1 | 09/15/2025 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 30 | 1 | 09/15/2026 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 70 | 1 | 09/15/2026 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 20 | 1 | 09/15/2027 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 60 | 1 | 09/15/2027 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100210 | AXON VR - TAP REFRESH 1 - TABLET | 1 | 1 | 03/15/2028 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101009 | AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER | 1 | 1 | 03/15/2028 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101012 | AXON VR - TAP REFRESH 1 - CONTROLLER | 1 | 1 | 03/15/2028 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20373 | AXON VR - TAP REFRESH 1 - HEADSET | 1 | 1 | 03/15/2028 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 30 | 1 | 09/15/2028 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 70 | 1 | 09/15/2028 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100399 | AXON TASER 10 - CARTRIDGE - LIVE | 20 | 1 | 09/15/2029 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100400 | AXON TASER 10 - CARTRIDGE - HALT | 60 | 1 | 09/15/2029 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100211 | AXON VR - TAP REFRESH 2 - TABLET | 1 | 1 | 09/15/2030 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101010 | AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER | 1 | 1 | 09/15/2030 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101013 | AXON VR - TAP REFRESH 2 - CONTROLLER | 1 | 1 | 09/15/2030 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20374 | AXON VR - TAP REFRESH 2 - HEADSET | 1 | 1 | 09/15/2030 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20242 | AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE | 8 | 1 | 03/15/2031 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100212 | AXON VR - TAP REFRESH 3 - TABLET | 1 | 1 | 03/15/2033 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101011 | AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER | 1 | 1 | 03/15/2033 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101014 | AXON VR - TAP REFRESH 3 - CONTROLLER | 1 | 1 | 03/15/2033 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20375 | AXON VR - TAP REFRESH 3 - HEADSET | 1 | 1 | 03/15/2033 |

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 8 | 10/15/2025 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 8 | 10/15/2025 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1 | 10/15/2025 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20370 | AXON VR - USER ACCESS - FULL VR | 8 | 10/15/2025 | 10/14/2035 |

## Services

| Bundle | Item | Description | QTY |
|---|---|---|---|
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100751 | AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 8 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 8 |
| A la Carte | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 |
| A la Carte | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 |

## Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100197 | AXON VR - EXT WARRANTY - HEADSET | 1 | 09/15/2026 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100213 | AXON VR - EXT WARRANTY - TABLET | 1 | 09/15/2026 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE | 8 | 09/15/2026 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101007 | AXON VR - EXT WARRANTY - CONTROLLER | 1 | 09/15/2026 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 101008 | AXON VR - EXT WARRANTY - HANDGUN CONTROLLER | 1 | 09/15/2026 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 8 | 09/15/2026 | 10/14/2035 |
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 2 | 09/15/2026 | 10/14/2035 |

## Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1 | 09/15/2026 | 10/14/2035 |

## Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|---|---|---|---|---|---|
| 1 | 1441 Schilling Pl | Salinas | CA | 93901-4543 | USA |
| 2 | 1441 Schilling Pl | Salinas | CA | 93901-4543 | USA |

## Payment Details

**Sep 2025**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 1 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 1 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 1 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

**Sep 2026**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 2 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 2 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 2 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

**Sep 2027**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 3 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 3 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 3 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

**Sep 2028**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 4 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 4 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 4 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

**Sep 2029**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 5 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 5 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 5 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

| Sep 2030 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Year 6 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 6 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 6 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

| Sep 2031 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Year 7 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 7 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 7 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

| Sep 2032 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Year 8 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 8 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 8 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

| Sep 2033 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Year 9 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 9 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 9 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.63 | $12,440.39 |
| **Total** | | | | **$11,995.76** | **$914.63** | **$12,910.39** |

| Sep 2034 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Year 10 | 101208 | AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES | 1 | $270.00 | $0.00 | $270.00 |
| Year 10 | 20379 | AXON VR - PSO - FULL INSTALLATION - INSIDE SALES | 1 | $200.00 | $0.00 | $200.00 |
| Year 10 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 8 | $11,525.76 | $914.75 | $12,440.51 |
| **Total** | | | | **$11,995.76** | **$914.75** | **$12,910.51** |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/25/2025



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Sourcewell

**Solicitation Number: 092722**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Conducted Energy Weapons from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 21, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specification. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Supplier may require the use of its then-current Master Services and Purchasing Agreement (or similar standard terms and conditions document), a copy of which may be found at https://www.axon.com/sales-terms-and-conditions. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

A. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent or willfully wrongful act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or other legal theory. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

B. Notwithstanding Section 6 (B) of this Agreement, Supplier and Participating Entities may negotiate mutually agreeable indemnity, hold harmless, and limitations of liability to be incorporated into purchase or subsequent agreements utilizing the terms of this Sourcewell Contract.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

**13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

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C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

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work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

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$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

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government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

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each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

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right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

| Sourcewell | Axon Enterprise, Inc. |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: 55DAEBB131A4424... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Robert E. Driscoll Jr. |
| Title: Chief Procurement Officer | Title: VP Associate General Counsel and Assistant Corporate Secretary |
| Date: 2/3/2023 \| 1:31 PM CST | Date: 2/3/2023 \| 3:09 PM MST |

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 2/3/2023 | 4:33 PM CST

# RFP 092722 - Conducted Energy Weapons

## Vendor Details

| | |
|---|---|
| Company Name: | Axon Enterprise, Inc. |
| Does your company conduct business under any other name? If yes, please state: | AZ |
| Address: | 17800 N. 85th Street<br>Scottsdale, Arizona 85255 |
| Contact: | Sales Ops |
| Email: | contracts@axon.com |
| Phone: | 480-905-2000 |
| Fax: | 480-991-0791 |
| HST#: | 86-0741227 |

## Submission Details

| | |
|---|---|
| Created On: | Thursday September 15, 2022 12:49:27 |
| Submitted On: | Tuesday September 27, 2022 00:45:52 |
| Submitted By: | Sales Ops |
| Email: | contracts@axon.com |
| Transaction #: | 1e710178-b344-4e2c-8c5c-05ebfbe19988 |
| Submitter's IP Address: | 72.216.185.29 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Axon Enterprise, Inc. | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities:<br>• Axon Enterprise Holding Company, LLC, organized in the United States<br>• Vievu, LLC, organized in the United States<br>• Dextro, Inc., organized in the United States<br>• Familiar Inc., organized in the United States<br>• Mediasolv Solutions Corporation, organized in the United States<br>• Axon Public Safety B.V., organized in the Netherlands<br>• TASER Holland B.V., organized in the Netherlands<br>• Axon Public Safety Canada, organized in Canada<br>• Axon Public Safety U.K. Limited, organized in the United Kingdom<br>• Axon Public Safety Australia Pty Ltd., organized in Australia<br>• Axon Public Safety Germany SE, organized in Germany<br>• Axon Public Safety Southeast Asia LLC, organized in Vietnam<br>• Axon Public Safety Finland Oy, organized in Finland<br>• Axon Publicsafety India Private Limited, organized in India<br>• Axon Public Safety Hong Kong Limited, organized in Hong Kong<br>• Axon Enterprise Italia S.r.l., organized in Italy | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Axon Enterprise, Inc. is also referred to as Axon. | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | CAGE Code: 1WHR1 | * |
| 5 | Proposer Physical Address: | 17800 N. 85th St, Scottsdale, AZ 85255-6311 | * |
| 6 | Proposer website address (or addresses): | www.axon.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Robert E. Driscoll, Jr.<br>VP, Associate General Counsel and Assistant Corporate Secretary<br>17800 N. 85th St, Scottsdale, AZ 85255-6311<br>contracts@axon.com<br>800-978-2737 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Jane Pearson, Senior Proposal Manager<br>17800 N. 85th St, Scottsdale, AZ 85255-6311<br>japearson@axon.com<br>480-905-2037 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Ashley Forbrich, Director of Sales – Growth<br>17800 N. 85th St, Scottsdale, AZ 85255-6311<br>aforbrich@axon.com<br>301-356-5253 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | |
|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER energy weapons, body-worn and in-car cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Axon currently partners with more than 15,100 agencies around the world to deliver innovative hardware and software solutions built for the public safety sector. With 11 offices based in Arizona, Washington, North Carolina, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,800 employees continues to define smarter policing through the development of industry-leading technology solutions.<br><br>Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing.<br><br>All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are:<br><br>BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing.<br><br>AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination.<br><br>WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity.<br><br>OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow.<br><br>JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision.<br><br>EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback? * |
| 11 | What are your company's expectations in the event of an award? | Upon notification that Axon has been awarded, we will work expeditiously to complete contract negotiations with Sourcewell. Due to the nature of contract negotiations, an exact timeframe cannot be provided.<br><br>Once a contract is in place, Axon will begin marketing efforts to promote the Sourcewell Cooperative. We understand the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $30 million. We understand that this is a projected value only and is not guaranteed.<br><br>Overall, we hope to partner with Sourcewell to bring our industry-leading law enforcement solutions to more customers by using your cooperative to make the procurement process easier and more transparent for purchasers. * |

| | | | |
|---|---|---|---|
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Axon is a publicly-traded company; all financial information is available at investor.axon.com. Axon's NASDAQ stock ticker symbol is AXON.<br><br>NET SALES<br>• Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million.<br>• Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million.<br>• Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million.<br>• Net sales were $420 million and $343 million for the years ended December 31, 2018, and 2017, respectively, an increase of $77 million.<br>• Net sales were $343 million and $268 million for the years ended December 31, 2017, and 2016, respectively, an increase of $75 million.<br>• Net sales were $268 million and $197 million for the years ended December 31, 2016, and 2015, an increase of $71 million.<br><br>NET INCOME<br>• Our net income decreased by $60.0 million for the year ended December 31, 2021, compared to net income of $1.7 million in 2020. Net loss per basic and diluted share was $0.19 for 2021, compared to net income per basic and diluted share of $0.03 for 2020.<br>• Our net income decreased by $1.7 million for the year ended December 31, 2020, compared to net income of $0.9 million in 2019. Net loss per basic and diluted share was $0.03 for 2020, compared to net income per basic and diluted share of $0.01 for 2019.<br>• Our net income decreased by $28.3 million to $0.9 million for the year ended December 31, 2019, compared to $29.2 million in 2018. Net income per basic and diluted share was $0.01, respectively, for 2019 compared to $0.52 and $0.50 per basic and diluted share for 2018.<br>• Our net income increased by $24.0 million to $29.2 million for the year ended December 31, 2018, compared to $5.2 million in 2017. Net income per basic and diluted share was, respectively, for 2018 compared to $0.10 per basic and diluted share for 2017.<br>• Our net income decreased by $12.1 million to $5.2 million for the year ended December 31, 2017, compared to $17.3 million in 2016. Net income per basic and diluted share was $0.10 for 2017 compared to $0.33 and $0.32 per basic and diluted share, respectively, for 2016.<br>• Our net income decreased by $2.6 million to $17.3 million for the year ended December 31, 2016, compared to $19.9 million in 2015. Net income per basic and diluted share was $0.33 and $0.32 for 2016, respectively, compared to $0.37 and $0.36 per basic and diluted share for 2015.<br><br>Additionally, we have included our Q2 2022 SEC Quarterly Report and 2021 audited financials in the document upload section. These are the most recently available financial reports as of this submission. | * |
| 13 | What is your US market share for the solutions that you are proposing? | As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Axon tracks Canadian market share as part of our tracking for the Commonwealth geographic region market share and not individually.<br><br>As of August 2022, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | Axon has never petitioned for bankruptcy protection. | * |

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| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | a) N/A<br><br>b) Axon Is best described as a manufacturer and service provider for the proposed hardware, software, and services. TASER energy weapons are manufactured at our corporate headquarters in Scottsdale, Arizona. Manufacturing staff and sales representatives are employees of Axon. Some sales representatives work from our main office in Scottsdale, AZ. Others work throughout the United States and globally.<br><br>Regarding services, Axon Professional Service employees support and install the majority of our products. Axon handles technical support and repairs for all of its manufactured products. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Agencies may choose to track TASER energy weapon log data within their Axon Evidence system; therefore, we have listed certifications for Axon Evidence below.<br><br>Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers Sourcewell a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These certifications, compliance measures, and security assurances include:<br>• ISO/IEC 27001:2013 Certified - Information Security Management Standards<br>• ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls<br>• ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud<br>• CJIS Compliant<br>• CALEA Standard 17.5.4 Compliant<br>• HIPAA and HITECH<br>• AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)<br>• SOC 3 Report<br>• Cloud Security Alliance - CSA STAR Attestation (Level Two)<br>• Cloud Security Alliance - CSA STAR Self-Assessment (Level One)<br>• Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508<br>• FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level (Applicable only to the US Federal Region of Axon Evidence)<br>• The authorization confirms that Axon Evidence has been reviewed and approved by the US Department of Defense and Homeland Security, and the General Services Administration<br><br>Axon's Compliance website (axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation.<br><br>Axon also maintains the following quality accreditations.<br><br>MANUFACTURING<br>• ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards.<br><br>INFORMATION SECURITY<br>• ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Axon has not been suspended or debarred during the past ten years. | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question | Response * | |
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| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | • Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon<br>• In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience.<br>• Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019.<br>• In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more. | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Axon has 15,100+ active agencies worldwide, including law enforcement agencies for higher education (universities and school districts).<br><br>Axon tracks sales data based on a wide array of product and service segments across worldwide geographic regions. Various user markets included in the scope of these regions are state and local law enforcement, federal, corrections, fire & EMS, justice, and enterprise agencies. Therefore, granular governmental sector sales information is not provided, but Axon has listed total net sales figures for the past 3 years below for Sourcewell's review.<br>• Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million.<br>• Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million.<br>• Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million.<br><br>As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope.<br><br>Additionally, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope. | * |
| 21 | What percentage of your sales are to the education sector in the past three years | Axon has 15,100+ active agencies worldwide, including law enforcement agencies for higher education (universities and school districts).<br><br>Axon tracks sales data based on a wide array of product and service segments across worldwide geographic regions. Various user markets included in the scope of these regions are state and local law enforcement, federal, corrections, fire & EMS, justice, and enterprise agencies. Therefore, granular education sector sales information is not provided, but Axon has listed total net sales figures for the past 3 years below for Sourcewell's review.<br>• Net sales were $863 million and $681 million for the years ended December 31, 2021, and 2020, respectively, an increase of $182 million.<br>• Net sales were $681 million and $530 million for the years ended December 31, 2020, and 2019, respectively, an increase of $151 million.<br>• Net sales were $530 million and $420 million for the years ended December 31, 2019, and 2018, respectively, an increase of $110 million.<br><br>As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope.<br><br>Additionally, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope. | * |

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| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | • Sourcewell Contract #010720 AXN: $775M+<br>• Texas BuyBoard 603-20 (CEW only): $15M+<br>• City of Charlotte CCPA Contract 2022000665: $25M+<br>• League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+<br>• New York State Police Contract No. PA01857: $595K+<br>• State of Arizona No. BPM002192/CTR049284-1: $10M+<br>• State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+<br>• State of Kansas Contract No. 42523: $4M+<br>• State of Michigan Contract No. 071B4300067: $4M+<br>• State of Minnesota Contract 199111: $1M+<br>• State of New Jersey T0106/17-FLEET-00738: $95M+<br>• State of Oregon CEW Contract No. 8913: $400K+<br>• State of Pennsylvania Contract No. 4400019257: $18M+<br>• Washington State DES Contract No. 04220 for CEW: $960K+<br><br>Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Axon does not hold any GSA contracts. | * |

### Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Burbank Police Department, California | Michelle Rodriguez | 818-238-3174 | * |
| Gilbert Police Department, Arizona | Noah Baker | 480-635-7326 | * |
| Avondale Police Department, Arizona | Lt. Mathew Hintz | 623-333-7302 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| Fort Worth Police Department | Government | Texas - TX | Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms | Approximately $200K - $66M | Approximately $68M+ | * |
| Fort Bend County Sheriff's Office | Government | Texas - TX | 483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP | Approximately $50K – $17M | Approximately $22M+ | * |
| Manatee County Sheriff's Office | Government | Florida - FL | 550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited | Approximately $1M – $3M | Approximately $17M+ | * |
| Travis County Sheriff's Office | Government | Texas - TX | 287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room | Approximately $100K – $13M | Approximately $15M+ | * |
| Grand Prairie Police Department | Government | Texas - TX | OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users | Approximately $19K – $12M | Approximately $14M+ | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
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| 26 | Sales force. | Axon directly employs approximately 100 employees in our Sales organization who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Some sales representatives work from our main office in Scottsdale, AZ, while others work remotely throughout the US, Canada, and our other global locations. The distribution of Axon's sales representatives allows us to provide full service and support coverage for Sourcewell entities.<br><br>Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed.<br><br>HIRING PROCESS<br>We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. Axon's hiring process intends to identify candidates who can do this effectively.<br><br>It's our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career.<br><br>The most successful candidates are then invited to Axon headquarters. Throughout the day, they meet five senior members of the Axon team to validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate's potential fit as a representative of the company, on law enforcement's behalf.<br><br>If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they're going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process.<br><br>During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made.<br><br>The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. Axon is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come. |
| 27 | Dealer network or other distribution methods. | Axon partners with distributors in limited situations. Within the United States, we work with a small number of distributors to sell our TASER energy weapon products. These distributors are not employees of Axon; therefore, we do not know their company employment numbers.<br><br>In Canada, we partner exclusively with MD Charlton to sell and service TASER energy weapons. There is some overlap between sales and service functions in this case, as MD Charlton assists Axon with processing repairs. |

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| 28 | Service force. | As a whole, the Axon Support organization directly employs approximately 100 individuals across our Customer Support and Customer Success divisions, including our Return Material Authorization (RMA) department. Our dedicated customer success and support managers are committed to providing Sourcewell entities with post-sales and post-deployment support.<br><br>CUSTOMER SUPPORT<br>Axon has a full customer and technical support team available 24 hours a day, seven days a week. The team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices.<br><br>REPAIR (RMA) DEPARTMENT<br>The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around time for a full resolution is less than 30 calendar days from receipt of the returned product.<br><br>Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at returns.axon.com, although return shipping labels are not available via this method.<br><br>Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.<br><br>CUSTOMER SUCCESS MANAGERS (CSM)<br>Throughout the length of their contract, some customers will have a dedicated, in-country Customer Success Manger (CSM). CSM support is available for both the US and Canada and is determined based on the size and location of the customer. The CSM's goal is to support your day-to-day needs, educate you on Axon products, and ensure you are receiving the full value from your investment.<br><br>The CSM promotes open communication with agency personnel to foster positive and familiar relationships. They provide highly responsive and specialized support and ongoing education to deliver the best possible customer experience. Your CSM will ensure that questions and concerns are addressed with urgency, and that feedback is received with genuine consideration.<br><br>More specifically, your CSM will:<br>• Serve as a single point of contact to answer day-to-day questions for your agency's administrative team<br>• Keep you updated on Axon developments<br>• Connect you with other Axon teams, such as Technical Support or Professional Services, when necessary<br>• Ensure that you are using best practices within Axon Cloud Services<br>• Communicate your product feedback to appropriate teams within Axon<br>• Facilitate customer "health check" meetings | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Axon will accept and process orders from Sourcewell entities directly for the US and Canada. Our Order Entry team enters orders into our CRM, Salesforce. Reports will be maintained and extracted from Salesforce for quarterly reporting to Sourcewell. | * |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Axon is committed to providing Sourcewell entities with timely responses to requests for support.<br><br>During system implementation, the assigned Axon project implementation team will be available via phone and email to provide customer support during normal business hours. Additionally, Axon staff will be available to provide onsite support if there are applicable designated project tasks that require onsite presence at the agency's location. Normal hours of operation for support are business days Monday to Friday 08:00 – 17:30, excluding public holidays.<br><br>Post-system implementation, support is available via an assigned Axon customer success manager (CSM), as well as from Axon's Customer Support division.<br><br>Live phone support is available 24 hours a day, seven days a week, including weekends and holidays. For technical or Customer Support assistance, you may contact a customer service representative at 800.978.2737 (extension 4), or via email at support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon Ecosystem.<br><br>ESCALATION<br>We have a support team in place and aim to address all submitted cases within two business days. Axon has included multiple levels of support in our proposal, from a technical support team who handles daily issues, to an engineering support team who addresses critical or recurring issues. Issues are escalated through these support tiers based on their significance.<br><br>The following describes our levels of support available by tiers (based on the nature and criticality of the issue):<br>TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS<br>• Frequently asked questions (FAQs)<br>• Product navigation<br>• Feature clarification<br>• Standard queries<br>• Assistance with known solutions<br><br>TIER 2 TECHNICAL SUPPORT<br>• Advanced Product troubleshooting<br>• Advanced Axon Evidence Configuration<br>• Any Escalated issues from Tier 1 support<br><br>TIER 3 ENGINEERING SUPPORT<br>• Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation<br><br>ISSUE SEVERITY TIERS AND RESOLUTION<br>To align with our standard service level agreement, Axon categorizes each reported issue under the following Severity tiers.<br>• SEVERITY 1 – This tier includes critical business functionality being down, a material impact on the customer's business, or non-existent workarounds.<br>• SEVERITY 2 – This tier includes critical business functionality being impaired or degraded, a time-sensitive material impact affecting production, or the existence of temporary workarounds.<br>• SEVERITY 3 – This tier includes non-critical business functionality being down or impaired, no significant impacts on the current product, or the existence of general support/operation inquiries.<br><br>Each Severity tier has a targeted response and resolution time.<br>• SEVERITY 1 – The targeted response time for a Severity 1 tier issue is less than one hour, and the targeted resolution time is less than 24 hours.<br>• SEVERITY 2 – The targeted response time for a Severity 2 tier issue is less than 12 business hours, and the targeted resolution time is less than two weeks.<br>• SEVERITY 3 –The targeted response time for a Severity 3 tier issue is approximately one business day, and the targeted resolution time is a mutually agreed-upon timeframe between Axon and the agency based on issue prioritization.<br><br>Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month.<br><br>Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This helps Axon assess customer satisfaction and ensures that cases are handled in a timely manner. |

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| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Axon is fully able and willing to provide our products and services to Sourcewell participating entities in the United States. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Axon is fully able and willing to provide our products and services to Sourcewell participating entities in Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Axon is able to serve the entire United States and Canada through the proposed contract. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Axon will service all Sourcewell participating entity sectors covered by the proposed contract. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Axon does not have any specific contract requirements or restrictions that apply to participating entities in Alaska and US Territories. In Hawaii, please be aware that local laws and regulations require training at time of device purchase. Therefore, TASER devices must be purchased from an authorized TASER dealer or TASER trainer. Local dealers or trainers in Hawaii are listed online at https://taser.com/pages/hawaii.<br><br>Whether TASER devices are legal to own or restrictions are in place is dependent on your state's local laws. Agencies can check state requirements for TASERs at https://taser.com/pages/state-requirements.<br><br>This information should not be construed as legal advice and is offered for information purposes only. Axon strongly recommends that you consult with the state and local laws in your state for up-to-date information regarding the legality of TASER devices in your area. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
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| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Axon promotes the use of cooperative contracts to its sales force by utilizing training, webinars, and other internal resources. Axon provides various marketing materials (i.e. product cards, program cards, and specification sheets) for customers' consideration regardless of if the agency chooses to purchase Axon products via a cooperative contract or via an agency-specific contract.<br><br>Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative.<br><br>Representative samples of marketing material are included as additional attachments with our proposal. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | We use technology and digital data to understand our audiences – broken out by users we have identified as well as anonymous users. The goal we're trying to achieve is converting our paid users to owned users through multiple technologies, such as retargeting, remarketing, email, social media, referral sites, search, and directory sites. We do not sell any user data to 3rd parties. By acquiring this data, we are able to find patterns and "look-a-likes" to better predict user flows and marketing efficiency. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative.<br><br>If awarded a Sourcewell contract, Axon would take the following steps to integrate the contract into its sales process:<br>• Announce the award to Axon's US and Canadian sales teams<br>• Add the contract information to Axon's Customer Relationship Management (CRM) tool, Salesforce.com, so that sales reps can easily see all pertinent data<br>• Add information on the contract to upcoming new hire sales trainings | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Axon's e-commerce site requires an authorized login and purchase eligibility to access the system. The platform is intended to make ordering faster, easier, and more efficient. We allow authorized customers to pay by credit card or by Purchase Order when authorized by both the agency and Axon. The site also customizes product visibility, includes contracted pricing for each agency, and acts as one of our many ingestion points for orders. After an order is placed, it is processed just like any other order.<br><br>As of today, the e-commerce site only supports the sale of hardware and warranties, but we are always looking to expand the number of Axon products we can support. In the next year, we hope to drastically improve our inventory, while also supporting contracts and extended warranties.<br><br>Axon built our e-commerce site to provide our customers with another way to purchase hardware, and to do so quickly and efficiently. Through the e-commerce site, customers can also get answers to questions regarding RMA requests, invoice concerns, contract inquiries, product information, tax exemptions, etc., when they engage an e-commerce team member. For all inquiries outside our e-commerce team's skill set, they can ensure your questions get routed to the proper resource/contact. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Axon provides standard user training for all proposed products. These costs are included in the professional services portion of the pricing attachment, and Axon employees provide the training.<br><br>FULL-SCALE DE-ESCALATION TRAINING<br>Axon will combine the delivery of our TASER CEWs to Sourcewell entities with an increased focus on de-escalation training. Axon will work with Sourcewell entities to provide a hybrid training approach including in-person classes as desired and remote/COVID-sensitive training for officers' safety. During project deployment, our professional services team will provide step-by-step explanations and assistance for the deployment of TASER energy weapons. Our professional services team also will provide users with training documentation, including user manuals, which can be used in future training sessions. Additionally, Axon offers online training classes with follow-up onsite training sessions for | |

user CEW certification and recertification.

Our training aims to provide appropriate insight, skill, and knowledge, promoting all-around safety. We will provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. With Axon's approach to training, including new content and tools, Axon will help officers reduce risk, retain information, and get hands-on experience with your devices before using them in the field.

Standard TASER energy weapon and VR training for Sourcewell entities may include, but is not limited to the following:
- TASER Operator Training (Tiers 1 -5, based on agency size)
- TASER 7 Instructor School
- TASER 7 Master Instructor School
- CEW Master Instructor School
- CEW 2 Day Product-Specific Instructor Course
- Community Engagement Training VR (based on agency size)

Training has always been a vital component in Axon's aim of increasing safety through technology. Thoughtfully designed, expert-led training programs will ensure officers are properly equipped to use TASER weapons, as well as other Axon products, safely and effectively.

With the proposed TASER training courses, Sourcewell entities can be confident in Axon's training program, which implements advanced technology to incite deeper learning.

AXON ACADEMY TRAINING
Axon Academy provides training on the use and maintenance of all TASER CEWs and Axon Evidence services. Training is geared toward the specific needs of law enforcement. CEW functions, medical issues, device maintenance and personal safety are just a few of the topics covered in the offered courses.

Through Axon Academy—our on-demand Learning Management System—Axon offers online, interactive courses to introduce TASER products and familiarize officers with the new CEW, including the science, components, and their intended use.

IN-PERSON TRAINING
Reimagined in-person training, including our TASER Master Instructor school, allows officers to build upon the knowledge and experiences imparted by online and virtual reality training programs. Axon developed a training suit and accompanying training cartridges that make it safer than ever to practice CEW deployments and encourage more hands-on preparation with the TASER before field use. *

ENHANCED VR TRAINING
Axon Virtual Reality Training can provide Sourcewell entities with a low-cost, easily-accessible training option to support your Use of Force or Crisis Intervention (CIT) training programs. Produced in collaboration with experts in crisis intervention, as well as clinicians and behavioral analysts, Axon's VR-based content is delivered in 360-video displayed on an HTC VIVE Focus Plus headset. This provides trainees with a first-person point-of-view of both a subject in crisis and a responding officer in various scenarios. While using the VR training simulator, agents/officers will have an opportunity to experience both viewpoints to better understand a situation, and then they must attempt to de-escalate the situation and reach a successful outcome.

The VIVE Focus Plus headset is an all-in-one VR headset that enables VR content to be distributed on a self-contained unit, eliminating the need to attach the headset to a PC, or place stationary trackers around a room as with other VR training solutions. Users can easily access the content my simply putting on the headset and accessing the Axon VR application. Because all the hardware and content are contained in the headset, multiple headsets can be distributed across multiple locations to streamline training across your organization.

LEARNING OBJECTIVES
By implementing Axon's training scenarios, trainees will:
- Gain a better understanding of what an individual in crisis is experiencing as law enforcement is called on the scene
- Be able to describe basic symptomology of psychiatric or developmental conditions
- Be able to identify best practices in verbal de-escalation and the use of force for individuals in crisis

AVAILABLE AND UPCOMING MODULES
Axon currently offers VR training modules that cover:
- DOMESTIC VIOLENCE – Helps officers identify if a person in the field might be a victim of domestic violence and equips them with tools to communicate more effectively
- SCHIZOPHRENIA – Provides strategies to better assist a person in the field suffering from Schizophrenia.
- AUTISM – Helps officers identify if a person in the field may have Autism and equips

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| | | them with tools to communicate more effectively<br>• SUICIDAL IDEATION – Helps officers respond to an individual in crisis who may be experiencing suicidal ideation<br>• HARD OF HEARING – Helps officers identify if a person in the field has hearing loss and equips them with tools to communicate more effectively<br>• ALZHEIMER'S/DEMENTIA – Provides strategies to better assist a person in the field who may be suffering from Alzheimer's/Dementia<br>• PEER INTERVENTION – Helps officers determine when to intervene should a fellow deputy act inappropriately and/or deploy excessive force in the field<br>• OFFICER POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify, mitigate, and cope with traumas they or their colleagues may encounter in the field<br>• COMMUNITY POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify if a person they are addressing in the field is experiencing some form of PTSI<br><br>An average training scenario length is 5 minutes – 15 minutes and is accessible through Axon's online learning management system, Axon Academy.<br><br>As technology evolves, there are always new things to learn and new ways to learn them. We are dedicated to improving our VR-training services to best assist Sourcewell entities. | |
| 41 | Describe any technological advances that your proposed products or services offer. | As a company that strives to advance the efforts of public safety through technology whenever possible, Axon builds each product to be advanced and cutting-edge in its capabilities.<br><br>The TASER energy weapon was officially introduced to law enforcement in 1998. Since then, we have been working tirelessly to further advance and refine the technology behind the lifesaving TASER energy weapon, while building a fully integrated platform of digital evidence capture and management software. Axon now represents a complete network of devices, applications, and services that leverage the latest technological innovations.<br><br>Our continued dedication to the TASER energy weapon, successful endeavors into other areas of connected law enforcement technologies, and close partnerships with thousands of agencies around the globe have informed the development of the TASER 7 energy weapon —our most effective and intelligent TASER yet.<br><br>Details for product technological advances are provided under the headers below.<br><br>TASER 7<br>The TASER 7 field-tested device offers the following life-saving features that can help lead to safer outcomes:<br>• Close-Range Optimization – 93% increased probe spread at close range, where 85% of deployments occur, according to agency reports<br>• New Device Management Workflow – Administrators can assign devices in seconds with the Axon Device Manager application, and update firmware, upload logs and recharge the battery simply by docking it and walking<br>• Improved Darts – TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles<br>• Adaptive Cross-Connect – Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects.<br><br>TASER X2<br>The TASER X2 field-tested device offers the following life-saving features that can help lead to safer outcomes:<br>• A warning arc to prevent conflict from escalating and to reduce the risk of injury<br>• Double-shot support in the event of a missed shot<br>• Dual lasers to improve accuracy while aiming from varying distances<br>• Cross-Connect technology to improve the strength of probe connections<br>• Smart cartridge neuromuscular Incapacitation (NMI) technology to immobilize a suspect<br><br>TASER X26P<br>The TASER X26P field-tested device offers the following life-saving features that can help lead to safer outcomes:<br>• A small and compact design that is easy to operate<br>• A forward-facing design to make reloading easier in tense situations<br>• Single-shot support to safely stop and detain a suspect<br>• Neuromuscular Incapacitation (NMI) technology to immobilize a suspect<br><br>AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM)<br>The Signal Performance Power Magazine (SPPM) is a battery accessory for TASER X2 and TASER X26P energy weapons. The TASER energy weapon battery reports to your camera when your weapon is armed so it can start recording, and logs the moment the trigger is pulled and the arc is engaged. Axon Signal technology lets officers focus on the critical situation in front of them, not on activating their camera.<br>The SPPM allows you to automatically record events without lifting a finger, so you can | * |

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| | | focus on the situation in front of you.<br><br>AXON VR<br>In 2018, Axon began developing a VR solution, which led to the advent of our Community Engagement Training. Since then, we've partnered with more than 1,000 clients to deliver our solution as part of their training protocols. Over the past 4 years, Axon has built a team of VR-industry professionals who have worked at HTC and Microsoft, as well as various VR-focused gaming companies. Altogether, our VR team offers more than 30 years of experience working in the VR industry.<br><br>As of 2021, Axon maintains a strategic partnership with HTC—who is one of the founding companies in the VR space—as an integrated solution vendor. We partner directly with the HTC engineering team to ensure seamless integration between their hardware and our software. By doing so, Axon can offer Sourcewell entities proven and reliable equipment that integrates with TASER 7 energy weapons and Axon Evidence. Whether training new recruits or veterans of the force, Sourcewell can benefit from our advanced VR technology and years of industry experience.<br><br>Our latest Axon VR solution launched in Q1 2022.<br><br>AVAILABLE AND UPCOMING MODULES<br>Axon currently offers VR training modules that cover:<br>• DOMESTIC VIOLENCE – Helps officers identify if a person in the field might be a victim of domestic violence and equips them with tools to communicate more effectively<br>• SCHIZOPHRENIA – Provides strategies to better assist a person in the field suffering from Schizophrenia.<br>• AUTISM – Helps officers identify if a person in the field may have Autism and equips them with tools to communicate more effectively<br>• SUICIDAL IDEATION – Helps officers respond to an individual in crisis who may be experiencing suicidal ideation<br>• HARD OF HEARING – Helps officers identify if a person in the field has hearing loss and equips them with tools to communicate more effectively<br>• ALZHEIMER'S/DEMENTIA – Provides strategies to better assist a person in the field who may be suffering from Alzheimer's/Dementia<br>• PEER INTERVENTION – Helps officers determine when to intervene should a fellow deputy act inappropriately and/or deploy excessive force in the field<br>• OFFICER POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify, mitigate, and cope with traumas they or their colleagues may encounter in the field<br>• COMMUNITY POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify if a person they are addressing in the field is experiencing some form of PTSI<br><br>An average training scenario length is 5 minutes – 15 minutes and is accessible through Axon's online learning management system, Axon Academy.<br><br>As technology evolves, there are always new things to learn and new ways to learn them. We are dedicated to improving our VR-training services to best assist Sourcewell entities. | |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Axon is continuously searching for opportunities to promote positive environmental practices that include sustainable management of materials during product procurement and end-of-life processes.<br><br>We allow our vendors to manage the manufacturing of consumables to help reduce Axon's on-hand inventory, as well as the amount of expired product needing to be disposed of. When needed, Axon disposes of hazardous waste through the use of a Resource Conservation and Recovery Act (RCRA) permitted incinerator or fuel blending in RCRA permitted kilns. With these methods, Axon can reduce pollution more effectively than traditional disposal methods.<br><br>Axon has also adopted the following sustainability measures:<br>• We introduced a wire/spool recycling program related to TASER cartridges<br>• We participate in the Travel Reduction Program sponsored by the Maricopa County Air Quality Department with the overall initiative to reduce air pollution in Maricopa County<br>• We've set a goal to reduce employee air travel and commuting through the use of company-wide Zoom video conferencing<br>•<br>Axon also offers the following product end-of-life programs:<br>• Provides customers with the ability to recycle their product batteries directly through the nationwide company, Battery Solutions, which also eliminates the need for customers to ship the batteries back to Axon for disposal<br>• Performs an on-site shredding process of returned products not to be refurbished to ensure total breakdown and proper disposal<br><br>Axon currently commits to recycling cardboard and paper and continues to research and develop initiatives to enhance our recycling programs to include metals, pallets, and plastics. | * |

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| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Axon has adopted the following sustainability measures:<br>• We introduced a wire/spool recycling program related to TASER cartridges<br>• We participate in the Travel Reduction Program sponsored by the Maricopa County Air Quality Department with the overall initiative to reduce air pollution in Maricopa County<br>• We've set a goal to reduce employee air travel and commuting through the use of company-wide Zoom video conferencing<br><br>TASER energy weapons are designed to have an estimated useful life of five years. Additionally, 5-10% of the plastics used in manufacturing our products are made of recycled materials. Metals (zinc, copper wire, etc.) used in manufacturing our products are recyclable in municipal recycling streams. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Axon does not hold any WMBE, SBE, or veteran-owned business certifications. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Axon's goal is to provide Sourcewell entities with the necessary products and services to help make the most of the public safety solutions you count on every day.<br><br>Axon has been the sole developer of TASER energy weapons for nearly three decades. During this time, we have acquired hundreds of patents and heavily invested in research and development (R&D). With hundreds of R&D employees committed to improving our technology, we are confident we've created an effective and durable less-than-lethal option Sourcewell entities can rely on.<br><br>Axon has deployed hundreds of thousands of TASER energy weapons all over the world—including in all 50 US states, Canada, and more than 10 other countries. TASER energy weapons have been the focus of more than 800 studies—making them the most studied on the market. The conclusions of these studies are clear: public safety agencies and communities benefit from the adoption of TASER devices. Researchers have confirmed that our devices:<br>• Provide life-saving value during use-of-force interactions<br>• De-escalate intense situations and reduce injury<br>• Help reduce the risk of litigation and reduce workers' compensation claims<br><br>For Sourcewell's convenience and further review, we have included our TASER Energy Weapon Research Index as an additional attachment which provides reference to the hundreds of TASER energy weapon studies that detail the safety and efficacy of these devices.<br><br>SELECTED TASER STUDIES<br>WAKE FOREST<br>A US DOJ funded study by the Wake Forest University Baptist Medical Center study concluded that 99.75% of 1,201 field uses of TASER weapons in a wide range of drug and alcohol influences, ages, and race resulted in no significant injuries, demonstrating that the TASER device is the safest intermediate use-of-force option for police.<br><br>HOUSTON STUDY<br>In a longitudinal study, the Houston Police Department saw TASER devices help decrease workers' comp claims by 93%. Deploying alternative means of force has also shown to reduce suspect injuries by as much as 60%.<br><br>US DEPARTMENT OF JUSTICE<br>In a 5-year TASER safety study by the US Department of Justice, an expert panel of medical professionals concludes that the use of conducted energy devices by police officers on healthy adults does not present a high risk of death or serious injury.<br><br>In comparing records 24,000+ use of force conflicts from 12 different agencies, a separate DOJ study found the risk of injury to suspects apprehended with TASER brand weapons typically fell more than 60% compared to the risk to suspects who were arrested without the devices, when all other conditions were similar.<br><br>MACDONALD, ET AL. IN AMERICAN JOURNAL OF PUBLIC HEALTH<br>In a peer-reviewed study, published in the American Journal of Public Health, MacDonald, Kaminski, and Smith examine less-lethal weapons including CEWs. Analyzing data from 12 police departments across 24,380 use-of-force cases involving injury to officers or civilians, this study found that "odds of injury to civilians and officers were significantly lower when police used CED weapons." Overall, the study concluded that when law enforcement agencies responsibly employ less-lethal weapons instead of physical force, injuries can be dramatically reduced. | * |

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| | | FERDIK, ET AL. IN POLICE QUARTERLY<br>Using data from a representative sample of American law enforcement agencies, this independent study in Police Quarterly shows "that less restrictive CED policies are associated with increased CED usage and fewer fatal shootings by police." The results show that agencies policies which allowed wider use of CEDs, were "substantially and significantly associated with decreases in the number of fatal police shootings."<br><br>POLICE EXECUTIVE RESEARCH FOUNDATION<br>A Police Executive Research Foundation study found that CEWs led to fewer officer injuries and fewer suspect injuries. Use of TASER CEWs was associated with a 76% reduction in the chances of an officer being injured compared to agencies that do not use CEWs, and the odds of a suspect being injured were reduced by more than 40% in TASER CEW agencies compared to non-CEW agencies.<br><br>THE AMERICAN MEDICAL ASSOCIATION<br>The American Medical Association assessed that TASER devices are a "safe and effective tool" and "can save lives during interventions" when used appropriately.<br><br>AXON VR EXPERIENCE<br>In 2018, Axon began developing a VR solution, which led to the advent of our Community Engagement Training. Since then, we've partnered with more than 1,000 clients to deliver our solution as part of their training protocols. Over the past 4 years, Axon has built a team of VR-industry professionals who have worked at HTC and Microsoft, as well as various VR-focused gaming companies. Altogether, our VR team offers more than 30 years of experience working in the VR industry.<br><br>As of 2021, Axon maintains a strategic partnership with HTC—who is one of the founding companies in the VR space—as an integrated solution vendor. We partner directly with the HTC engineering team to ensure seamless integration between their hardware and our software. By doing so, Axon can offer Sourcewell entities proven and reliable equipment that integrates with TASER 7 energy weapons and Axon Evidence. Whether training new recruits or veterans of the force, Sourcewell can benefit from our advanced VR technology and years of industry experience.<br><br>Our latest Axon VR solution launched in Q1 2022.<br><br>VALUE OF THE AXON ECOSYSTEM<br>We've long made the priorities of law enforcement our own, and your challenges ours to solve. When you partner with Axon, you're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer Sourcewell entities the solutions needed to help make the world a safer place. By leveraging the Axon Ecosystem made up of connected devices and apps including TASER energy weapons and VR, Sourcewell entities can better position themselves to keep their officers and communities safe. | |

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
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| 46 | Do your warranties cover all products, parts, and labor? | Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA) uploaded with our response.<br><br>For some solutions we are authorized resellers of hardware. Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Restrictions are outlined in our warranty terms, which have been included in the uploaded MSPA. | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Our warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Axon can provide a certified technician to perform warranty repairs for any geographic regions of the United States or Canada as applicable.<br><br>Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Axon will troubleshoot these devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. | * |
| 51 | What are your proposed exchange and return programs and policies? | Axon does not allow exchanges. Please see the uploaded MSPA for full details.<br><br>The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around time for a full resolution is less than 30 calendar days from receipt of the returned product.<br><br>Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at returns.axon.com, although return shipping labels are not available via this method.<br><br>Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. | * |
| 52 | Describe any service contract options for the items included in your proposal. | Please refer to the attached MSPA for full service contract options for the proposed items. | * |

### Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your payment terms and accepted payment methods. | Payment terms are Net 30. For accepted payment methods, Axon can process via P-card if necessary but prefers ACH payments whenever possible. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Axon does not offer leasing or financing options. Alternatively, Axon offers a provision in its MSPA which allows for cancellation by the agency if sufficient funds are not appropriated. | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Axon can process via P-card if necessary but prefers ACH payments whenever possible. There is not an additional cost to Sourcewell participating entities for using this process. | * |

### Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Axon is proposing a Product-Category Volume-Based Discount model for Sourcewell participating entities. The discount increases as the order quantity increases. Please see question #58 and the document in the pricing materials section for full details. | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Axon is proposing the following discount model based on order quantity. This discount model applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section.<br><br>Axon is proposing the following discount schedule based on order quantity.<br>• Quantity: 1<br>• Customer Discount % off MSRP: 0.00%<br>• Quantity: 2-99<br>• Customer Discount % off MSRP: 1.00%<br>• Quantity: 100-249<br>• Customer Discount % off MSRP: 3.00%<br>• Quantity: 250-499<br>• Customer Discount % off MSRP: 5.00%<br>• Quantity: 500-999<br>• Customer Discount % off MSRP: 7.00%<br>• Quantity 1000+<br>• Customer Discount % off MSRP: 10.00% | * |

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| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Axon is proposing the following discount schedule based on order quantity.<br>• Quantity: 1<br>• Customer Discount % off MSRP: 0.00%<br>• Quantity: 2-99<br>• Customer Discount % off MSRP: 1.00%<br>• Quantity: 100-249<br>• Customer Discount % off MSRP: 3.00%<br>• Quantity: 250-499<br>• Customer Discount % off MSRP: 5.00%<br>• Quantity: 500-999<br>• Customer Discount % off MSRP: 7.00%<br>• Quantity 1000+<br>• Customer Discount % off MSRP: 10.00% | * |
| 60 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Axon sells at the sourced party’s MSRP. Discounts may be applied in certain situations on sourced items, on a case-by-case basis. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Axon has included all available installation and training options in our pricing. Our sales representatives can discuss options with each participating entity during the ordering process. We encourage agencies to take advantage of our experienced Professional Services team for installation and training, but it is not mandatory. We offer several options at different price points for agencies at various budgets. | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, delivery, and shipping are included in our costs. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, shipping, and delivery are included in the costs for Alaska, Hawaii, Canada, and offshore delivery to US territories. Please note that all taxes, duties, and customs, where applicable, are the responsibilities of the customer. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Axon offers expedited shipping through FedEx upon request. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
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| 65 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
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| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Axon utilizes Salesforce.com as its CRM tool and Microsoft Dynamics AX as its enterprise resource-planning tool. When a sales representative provides a customer a quote utilizing the cooperative, the sales representative will select the cooperative contract within Salesforce.com. At the end of the quarter, our Sales Operations team runs a report in Salesforce.com to see all deals that closed the previous quarter for each cooperative that requires reporting. Because a sale could be closed in Salesforce but not actually shipped or invoiced for, we then run that information in Microsoft AX. Microsoft AX allows us to see if the ship date occurred within the reporting quarter and the amount that we invoiced to the customer. Once we have all pertinent data, we put it into an Excel spreadsheet to guide us in reporting the cooperative sales data. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Axon will track the following internal metrics to measure success with the contract:<br>• The number of agencies who utilize the cooperative<br>• The dollar amount of sales associated with the cooperative<br>• The length of time it takes to update the contract after new products/services are announced by Axon | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Axon will pay 2% on the initial shipment or 1% on a multi-year sale. | * |

## Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
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| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | Axon is offering a number of products that will fit the needs of Sourcewell participating entities. We have described our various offerings under the headers below and provided product cards and specification sheets as separate attachments for additional details.<br><br>TASER 7<br>The TASER 7 energy weapon is a firmware upgradable, 2-shot weapon with an estimated useful life of five years. The TASER 7 energy weapon is manufactured by Axon Enterprise, Inc. (Axon) exclusively.<br><br>The TASER 7 energy weapon uses two replaceable TASER 7 energy weapon Cartridges (cartridges) containing compressed nitrogen to deploy two small probes that attach to the weapon by insulated conductive wires. The weapon transmits electrical pulses along the wires and into the body. These pulses are designed to affect the sensory and motor functions of the peripheral nervous system and cause involuntary muscle contractions, or Nero Muscular Incapacitation (NMI). It also is possible to produce a Warning Arc display or drive-stun without deploying any of the cartridges loaded in the energy weapon.<br><br>The TASER 7 energy weapon has an internal memory that stores the operating firmware and a record of every deployment. The TASER 7 energy weapon's log can be uploaded to Axon Evidence for review and storage to ensure proper operation and use of the TASER energy weapons.<br><br>CONFIDENCE IN THE FIELD<br>The advanced performance of TASER 7 energy weapon leads to greater confidence in the field and provides Sourcewell with the most effective TASER weapon ever. Enhanced connection to the Axon network unlocks streamlined workflows, and it's all backed by groundbreaking training that helps show your commitment to your community.<br><br>KEY FEATURES<br>• Close-Range Optimization – 93% increased probe spread at close range, | |

where 85% of deployments occur, according to agency reports
- New Device Management Workflow – Administrators can assign devices in seconds with the Axon Device Manager application, and update firmware, upload logs and recharge the battery simply by docking it and walking
- Improved Darts – TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles
- Adaptive Cross-Connect – Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects.

KEY SPECIFICATIONS
- Weather Resistant – IP53 Ingress Protection MIL-STD-810G Test Method 510.6 (sand and dust), Method 506.6 (rain) IEC 60529
- Housing – High Impact Polymer
- Operating Temperature – - 4 °F to 122 °F [-20° C to 50° C]
- Drop Test – 4 Feet
- Humidity – 95% Relative, Non-condensing
- Top Laser – High-Visibility Green Class 2
- Bottom Laser – Red Class 2
- Illumination – 210 Lumen Light Emitting Diode (LED)
- Warranty – 1 year from date of receipt
- Service Life – 5 Years (Recommended)

RAPID ARC TECHNOLOGY
New rapid arc technology outperforms all previous TASER energy weapons—even in instances of narrow probe spreads—and adaptive cross-connect helps enable full incapacitation even at close range. Spiral darts fly straighter and faster toward a daylight green laser with nearly double the kinetic energy to compress loose hanging clothing.

CONNECT TO SAVE TIME
TASER 7 energy weapon is the first TASER energy weapon to be wirelessly connected to the Axon network. This lets you unlock new benefits like easier inventory management and firmware updates, all without needing the cable required for previous TASER energy weapons. You can recharge batteries via docking and walking and even assign weapons and accessories in seconds with the Axon Device Manager mobile application.

BETTER TOGETHER: OFFICER SAFETY PLAN 7+
Keep your communities safe and save critical budget by bundling our products and services. Officer Safety Plan 7+ (OSP7+) provides your agency with next-generation devices and software, delivering seamless integration, budget predictability, and automatic upgrades. By investing in an OSP, Sourcewell can create process efficiencies by having your devices and evidence management tools working together on the same network.

TASER X2
The TASER X2 offers double-shot technology that features a backup shot and warning arc to increase voluntary surrenders. We've built the TASER X2 to give officers a less-lethal option to resolve high-conflict situations while limiting harm to themselves and citizens.

KEY FEATURES
This field-tested device offers the following life-saving features that can help lead to safer outcomes:
- A warning arc to prevent conflict from escalating and to reduce the risk of injury
- Double-shot support in the event of a missed shot
- Dual lasers to improve accuracy while aiming from varying distances
- Cross-Connect technology to improve the strength of probe connections
- Smart cartridge neuromuscular Incapacitation (NMI) technology to immobilize a suspect

KEY SPECIFICATIONS
- Weather Resistance – IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)
- Housing – High-impact polymer
- Power Activation – Ambidextrous safety switch
- Operating Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Storage Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Drop Test – 4 feet
- Humidity – 80% non-condensing
- Warranty – 1 year from date of receipt

TASER X26P

The TASER X26P is our smallest and most compact energy weapon. The TASER X26P gives officers the space and time needed to reach peaceful outcomes. More than that, using a non-lethal method of resolving conflict helps build trust amongst the communities you serve.

KEY FEATURES
- Compact Design
- Easier Reload
- Trilogy Logs
- All Digital Platform

KEY SPECIFICATIONS
- Weather Resistance – IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)
- Housing – High-impact polymer
- Power Activation – Ambidextrous safety switch
- Operating Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Storage Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Drop Test – 4 Feet
- Humidity – 80% non-condensing
- Warranty – 1 year from date of receipt

AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM)
- Axon SPPM is a separate battery pack for the TASER X2 and X26P conducted electrical weapons for automatic activation of Axon cameras.
- Shifting the safety switch on the X2 or X26P from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.
- The TASER 7 energy weapon automatically includes built-in Axon Signal functionality and does not require SPPM.

AXON VR
When taking on the challenge of designing a comprehensive VR solution, Axon focused on creating lifelike environments that could be accessed from almost anywhere. With an advanced HTC headset that tracks physical movement, agencies can scale training sessions to fit almost any space. Gone are the days of installing expensive stationary equipment or overburdening trainees with unnecessary accessories. Axon has built a VR training system that is extremely adaptable, not only to physical environments but to the needs of your agency.

Axon VR is comprised of the following components:
- HTC Headset with Simulator and Community Engagement Training Modules
- Glock 17 Training Handle
- TASER 7 Training Handle, Battery Pack, and Dock
- TASER 7 VR Standoff and Close-Quarters Cartridges
- Samsung S7+ Tablet
- Hand-Motion Tracking Bracelet

SIMULATOR TRAINING
Axon's Simulator Training places trainees in a responding deputy's shoes and provides full autonomy within an environment. The trainee can then talk with, interact with, and move about the virtual environment with very few limitations. During a training session, trainees will handle a variety of VR controllers—such as a TASER 7 energy weapon or Glock 17—to practice and train with. Handling these different controllers while in the simulation can help improve muscle memory and instill a familiarity with weapons and devices in tense situations.

Additionally, training facilitators can interact with the trainee in real-time by controlling the actions and responses of simulated characters with a handheld tablet connected to the HTC headset via Wi-Fi. A cloud server processes the interactions, allowing the trainer and trainee to interact together—even if the two are separated.

In the future, our solution will allow trainers to embody and act as one of the other scenario participants, which can introduce erratic behavior or behavior that can incite a crowd, thus exposing a trainee to unpredictable actions.

Different scenario variables—such as the type of situation being responding to and/or the particular trainee weapon being drawn—can be adjusted at the start of every session. Once a session is complete, an after-action report is generated and allows a trainer to grade a trainee on their performance.

In the future, trainers will be able to fully create environments and scenarios from scratch using a custom scenario editor. These scenarios will use virtual subjects meaning no actors are needed, which can help maintain a higher level of consistency in a training environment.

| | | | |
|---|---|---|---|
| | | Our simulator solution was purposefully designed to be easily deployable, without the need for live actors or role-playing. Because the solution uses the advanced VR headset and bracelet for movement tracking, no additional room calibration or sensors are necessary.<br><br>COMMUNITY ENGAGEMENT TRAINING<br>Our Community Engagement Training focuses on providing key situational learning objectives and de-escalation tactics when encountering a wide variety of scenarios. These trainings are delivered in 360-degree videos with branching narratives, meaning that trainees can select different tactics and responses at key decision points throughout the narrative. This allows trainees to see the steps they can take to de-escalate a scene. Topics range from mental health calls such as Schizophrenic or Suicidal individuals to unique populations such as Hard of Hearing or Autistic individuals to internal challenges within an agency such as Peer Intervention or Officer Suicide. Trainees will have an opportunity to experience both viewpoints to better understand a situation, and then attempt to de-escalate the situation to reach a successful outcome.<br><br>LEARNING OBJECTIVES<br>By implementing Axon's Community Engagement Training, trainees will gain a better understanding of what an individual in crisis is experiencing as law enforcement is called on the scene. Additionally, they will be able to describe the basic symptomology of psychiatric or developmental conditions, as well as identify best practices when conducting verbal de-escalations or determining use of force on individuals in crisis. Furthermore, optional online courses are available in Axon Academy that accompany each training topic, so trainees can learn more about the specific conditions, illnesses, or community groups they may encounter.<br><br>REALISTIC AND IMMERSIVE SCENARIOS<br>Axon utilizes VR headsets to provide trainees with an accurate first-person perspective of an individual in a state of crisis that otherwise could not be experienced. Given that VR has been shown to have higher rates of memory retention than traditional educational tools, these trainings will increase a trainee's application of learned soft skills in difficult, high-stakes situations.<br><br>EFFECTIVE TRAINING<br>Axon has worked with experts in crisis intervention and mental health to develop a truly informative and empathetic experience for subjects undergoing symptoms of Schizophrenia, Autism Spectrum Disorder, and Suicidal Ideations. By using Axon's VR modules to better understand the symptoms and stressors of a variety of mental health disorders, trainees will have the knowledge to confidently interact with individuals experiencing conditions that would prohibit them from complying with a deputy's verbal commands. | |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Our included pricing is split into the following subcategories for US pricing and for Canadian pricing:<br>• TASER 7 Hardware and Accessories<br>• TASER X2 Hardware and Accessories<br>• TASER X26P Hardware and Accessories<br>• Axon Virtual Reality (VR) Software, Hardware, and Accessories<br>• Professional Services – TASERs<br>• Professional Services – Axon VR<br>• Warranties – TASERs<br>• Warranties – Avon VR<br>• Miscellaneous TASER Hardware and Accessories<br>• TASER Bundles | * |

## Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 71 | Devices and tools which deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject; | (•) Yes<br>( ) No | The proposed TASER 7, TASER X2, and TASER X26P devices and tools have been designed to deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject. | * |
| 72 | Parts and accessories, including belts, holsters, pouches, batteries, replacement cartridges, designed for duty deployment of the above devices described in Line 71 above, along with systems and applications which assist in managing, maintaining, and recovering data from the device; | (•) Yes<br>( ) No | The proposed TASER accessories include belt loops/clips, holsters, batteries, and replacement cartridges designed for duty deployment with those devices described in line 71 above. Additionally, Axon has proposed the necessary Axon systems and applications which assist in managing, maintaining, and recovering data from the TASER devices. | * |
| 73 | Related services, including maintenance, repair, training, service, and maintenance agreements. | (•) Yes<br>( ) No | Axon has proposed the associated installation and training services for the TASER items listed in questions 71 and 72 in our pricing.<br><br>Please refer to the attached MSPA for details on maintenance and repair terms and conditions. | * |

## Table 15: Industry Specific Questions

| Line Item | Question | Response * | |
|---|---|---|---|
| 74 | Do your products have any state or federal authorizations for use? | Yes, whether TASER devices are legal to own or restrictions are in place is dependent on your state's local laws. Agencies can check state requirements for TASERs at https://taser.com/pages/state-requirements.<br><br>This information should not be construed as legal advice and is offered for information purposes only. Axon strongly recommends that you consult with the state and local laws in your state for up-to-date information regarding the legality of TASER devices in your area. | * |
| 75 | Do your products meet any nationally recognized law enforcement standards (e.g. Department of Justice – DOJ or National Institute of Justice – NIJ) or security standards (e.g. Criminal Justice Information Services – CJIS)? | Yes, the proposed Axon products meet nationally recognized law enforcement standards for the DOJ and NIJ and security standards for CJIS. | |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Co-op CEW Pricing_9.26.22.pdf - Monday September 26, 2022 22:59:44
- Financial Strength and Stability - Financial Strength and Stability Attachments.zip - Monday September 26, 2022 23:08:27
- Marketing Plan/Samples - Marketing Plan Sample Documents.zip - Monday September 26, 2022 23:07:27
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Sample Transaction Doc_COOP_Sourcewell CEW_MSPA.pdf - Monday September 26, 2022 23:10:56
- Upload Additional Document - Additional Attachments.zip - Monday September 26, 2022 23:13:32

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert E. Driscoll, Jr., VP, Associate General Counsel and Assistant Corporate Secretary, Axon Enterprise, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_2_ Conducted_Energy_Weapons_RFP_092722**<br>Mon September 19 2022 04:33 PM | ☑ | 1 |
| **Addendum_1_ Conducted_Energy_Weapons_RFP_092722**<br>Wed August 17 2022 03:13 PM | ☑ | 1 |

DocuSign Envelope ID: 217A34AC-143D-42CB-8223-CA4C4501AB0A

# AMENDMENT #1
# TO
# CONTRACT #092722-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Conducted Energy Weapons, to Sourcewell and its Participating Entities, effective February 3, 2023, through November 21, 2026 (Contract).

Supplier has updated its administrative fee terms, found in Line Item 68 under "Table 13: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

> In consideration for the support and services provided by Sourcewell, the Supplier will pay to Sourcewell an administrative fee of 1.05% on all Equipment, Products and Services provided to Participating Entities. For the purpose of calculating the fee, this fee change is effective for all sales made July 1, 2023, onward.

Except as amended above, the Original Agreement remains in full force and effect.

**Sourcewell**

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

Date: 7/14/2023 | 9:00 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...

Chad Coauette, Executive Director/CEO

Date: 7/14/2023 | 10:42 AM CDT

**Axon Enterprise Inc.**

DocuSigned by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...

Robert E. Driscoll, Jr.

Title: VP, Associate General Counsel

Date: 7/14/2023 | 8:20 AM MST

Docusign Envelope ID: C8638121-10CD-42B7-A5A3-63C409255622

# AMENDMENT #2
# TO
# CONTRACT #092722-AXN

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **Axon Enterprise Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Conducted Energy Weapons to Sourcewell and its Participating Entities, effective February 3, 2023, through November 21, 2026.

The parties wish to amend the following terms within the Contract:

1. In Section 6, PARTICIPATING ENTITY USE AND PURCHASING, Subsection B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.:

   Remove the following text in its entirety:
   "Supplier may require the use of its then-current Master Services and Purchasing Agreement (or similar standard terms and conditions document), a copy of which may be found at https://www.axon.com/sales-terms-and-conditions."

   Replace with the following:
   "The Supplier's TASER Energy Weapon Agreement, attached hereto as Exhibit A, is hereby incorporated into this Contract.".

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz, Chief Procurement Officer

Date: 9/3/2024 | 1:44 PM CDT

**Axon Enterprise Inc.**

Signed by: Robert E. Driscoll Jr. 55DAEBB131A4424...

By: _____

Robert E. Driscoll Jr.

Title: VP, Associate General Counsel

Date: 9/3/2024 | 11:41 AM MST

## ADDENDUM TO STANDARD AGREEMENT

This Addendum ("**Addendum**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the Monterey County Parks Department ("**County**"). This Addendum is effective as of the last signature date on this Addendum ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and County are parties to the County of Monterey Standard Agreement executed concurrently with this Amendment ("**Agreement**").

The Parties agree to incorporate further changes into the Agreement in order to add additional products and services. The Parties therefore agree as follows:

1. **Section 3.01. Term of Agreement.** The first sentence is modified to read as follows: The term of this Agreement is from October 6, 2025 to September 30, 2035 as specified in Axon quote Q-661363-45888AS.
2. **Section 3.02 Term**. This section is deleted in its entirety.
3. **Section 6.01 Payment Conditions.** The second sentence is deleted in its entirety.
4. **Section 7.0 Termination**. This section is deleted in its entirety.
5. **Section 8.0 Indemnification.** This section is deleted in its entirety.
6. **Section 9.03 Insurance Coverage Requirements**.
    a. The sentence, "If the Contractor maintains broader coverage and/or higher limits than the minimums shows above, the County requires and shall be entitled to broader coverage and/or higher limits maintained by the Contractor" is removed in its entirety.
    b. The sentence, "The Contractor shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate on file" is modified to, "The Contractor shall file a new or amended certificate of insurance within thirty calendar days after any change is made in any insurance policy, which would alter the information on the certificate on file"
    c. The sentence, "If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim" is modified to, "If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate or correspondence evidencing no lapse in coverage during the interim"
7. **Section 10.05 Royalties and Inventions.** This section is deleted in its entirety.
8. **Section 16.06.** Add, "The County shall not assign, sell, or otherwise transfer it's interest or obligations in this Agreement without prior written consent of the CONTRACTOR, which shall not unreasonably be withheld."

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

**AXON**:

**Axon Enterprise, Inc.**

Signature: Signed by: Robert E. Driscoll Jr 55DAEBB131A4424...

Name: Robert E. Driscoll Jr

Title: VP, Deputy General Counsel

Date: 9/4/2025 | 9:47 AM MST

**CUSTOMER**:

**County of Monterey**

Signature: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: B1E3F23E-689D-488C-8255-0EB13BEC2BC7

# AMENDMENT #3
# TO
# CONTRACT # 092722-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Conducted Energy Weapons to Sourcewell and its Participating Entities, effective February 3, 2023, through November 21, 2026 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 092722-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

**Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.**

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Newton Constuction & Management, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-01**

☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-02**

☒ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs

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earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. Individual Job Orders are capped at $1,000,000. The Maximum Contract Value is $3,000,000 for the **JOC FACILITIES-S ☐ 2025-01 or ☐ 2025-02 or ☒ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0850 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1300 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1300 |

ARTICLE 4. LIQUIDATED DAMAGES

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COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-S 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: NEWTON CONSTUCTION & MANAGEMENT, INC.**

**By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name:** Eric Newton

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 3:17 PM PDT

**& By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name:** Eric Newton

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 3:17 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 633931E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 7:21 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** Docusigned by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:18 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

2436 Broad Street

SAN LUIS OBISPO, CA 93401

**Contractor's License Type**: A, B, C10, C16

**License Number:** 783608

**License Expiration Date:** 9/30/2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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NEWTON
CONSTRUCTION & MANAGEMENT

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF DIRECTORS**

**NEWTON CONSTRUCTION & MANAGEMENT, INC.**

**January 1, 2006**

The undersigned, being the directors of the corporation, acting pursuant to the authority of Section 307 of the California General Corporations Law, hereby adopt the following recitals and resolution, effective on the date set forth above.

**WHEREAS**, it is contemplated that the corporation will enter into contracts with third parties in conducting the business of the corporation, it is

**RESOLVED**, that Eric Newton, President and Secretary of the corporation, is hereby authorized to sign any and all contracts for and on behalf of the corporation.

Eric Newton

Director

Rodessa Newton

Director

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547
EXECUTED IN 1 ORIGINAL COUNTERPART
Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

**Date:** AUGUST 28TH, 2025

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**
OR

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: _____, Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: _____
KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature:
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

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
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Right Thumbprint of Signer
Top of thumb here

Signer's Name:
☐ Individual
☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer is Representing:

Right Thumbprint of Signer
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EXECUTED IN 1 ORIGINAL COUNTERPART
Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03 and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of One Million Dollars ($1,000,000) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: , Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature: _____
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

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
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

Signer's Name: _____
☐ Individual
☐ Corporate Officer Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

Docusign Envelope ID: 164FF48A-12D0-4766-9965-EA036EC6F547

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2025

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 | Peterson & Grantham Insurance Brokers<br>3017 Douglas Blvd. Suite 300<br>Roseville, CA 95661<br>License #: 0G05786 |
| CONTACT NAME: | Arrow Grantham |
| PHONE (A/C, No, Ext): | (916)431-0400 |
| FAX (A/C, No): | (916)431-0246 |
| E-MAIL ADDRESS: | arrow@pngins.com |
| INSURED | Newton Construction & Management, Inc<br>PO Box 3260<br>San Luis Obispo, CA 93403-3260 |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Landmark American Insurance Company | |
| INSURER B : | California Automobile Insurance Company | 38342 |
| INSURER C : | RSUI Indemnity Company | 22314 |
| INSURER D : | State Compensation Insurance Fund | 35076 |
| INSURER E : | Mt. Hawley Insurance Company | 37974 |
| INSURER F : | Westchester Surplus Lines Insurance Company | 10172 |

**COVERAGES** **CERTIFICATE NUMBER: 00001788-0** **REVISION NUMBER: 32**

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 | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | LHA114970 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | BA040000083890 | 09/19/2025 | 09/19/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ 0 | Y | Y | NHA604361 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 9082254-25 | 03/28/2025 | 03/28/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | 1,000,000<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Excess Liability | Y | Y | MXL0439579 | 12/31/2024 | 12/31/2025 | OCC/AGG | 6,000,000 |
| F | Pollution | Y | Y | G73550944 004 | 02/01/2025 | 02/01/2026 | OCC/AGG | 1M/2M |

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

**County of Monterey , its officers, agents, and employees are named as Additional Insureds, for Contract JOC BID NO. FACILITIES SMALL CAPACITY 2025-03 . on GL per attached CG 2037 & CG2010 and Auto per attached form AC 70050316 Business Auto Protection Endorsement with respect to liability arising out of the CONTRACTOR's Work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance**

**CERTIFICATE HOLDER**

Monterey County
168 W Alisal St 2nd Floor
Salinas, CA 93901

**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

(AMG)

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*This Endorsement Changes The Policy. Please Read It Carefully.*

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

**Name of Person or Organization:**

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS**, **8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**:

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

This endorsement effective 12/31/2024
forms part of Policy Number LHA114970
issued to NEWTON CONSTRUCTION & MANAGEMENT, INC.
by Landmark American Insurance Company

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Policy Number: LHA114970

**COMMERCIAL GENERAL LIABILITY**
**CG 20 01 04 13**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or


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2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| **ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW** | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.


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**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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

# Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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# BUSINESS AUTO COVERAGE FORM

**I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

**II. EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

**III. AUTOMATIC ADDITIONAL INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**IV. EMPLOYEE HIRED AUTO LIABILITY**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**V. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to 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; and

(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.

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**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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STATE COMPENSATION INSURANCE FUND

# ENDORSEMENT AGREEMENT
## WAIVER OF SUBROGATION
## BLANKET BASIS



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

9082254-25
RENEWAL

EFFECTIVE March 28, 2025 AT 12:01 AM.
AND EXPIRING March 28, 2026 AT 12:01 AM

Central Valley Sacramento
0630620

**NEWTON CONSTRUCTION AND MANAGEMENT**

PO BOX 3260
SAN LUIS OBISPO, CA 93403

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: March 14, 2025

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572

SCIF FORM 10217 (REV. 4 - 2018)

OLD DP 217

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *R.F. Koerber, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-01**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of

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this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

## ADJUSTMENT FACTORS

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. Individual Job Orders are capped at $1,000,000. The Maximum Contract Value is $3,000,000 for the **JOC FACILITIES-S ☐ 2025-01 or ☒ 2025-02 or ☐ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0875 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1200 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1200 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-S 2025-02**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: R.F. KOERBER, INC.**

**By:** Signed by: 2585F571987E46C... _____

**Name:** Justin Koerber

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/9/2025 | 3:50 PM PDT

**& By:** Signed by: 2585F571987E46C... _____

**Name:** Justin Koerber

**Title:** CFO
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/9/2025 | 3:50 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 633031E17FD247F... _____
Mary Grace Perry, Deputy County Counsel

**Date:** 9/9/2025 | 4:56 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor-Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454F6... _____
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 1:45 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

PO Box 431

PASO ROBLES, CA 93447

**Contractor's License Type**: B

**License Number:** 863577

**License Expiration Date:** 8/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM INCLUDED IN PERFORMANCE BOND

BOND NO. 24288705

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

R.F. KOERBER, INC.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03 and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of One Million Dollars ($1,000,000) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual
SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega, Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

**Amended**

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

**The Ohio Casualty Insurance Company**

*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie J. Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code prompt issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grou revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN
*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/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 _____
*Signature of Notary Public*

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213326-969577

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM $11,550.00 IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT AMOUNT

BOND NO. 24288705

**Date:** SEPTEMBER 4, 2025

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

R.F. KOERBER, INC.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: _____

JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: _____

BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213326-969577

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 *Date* before me, McKENZIE SALAZAR, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared BRITTON CHRISTIANSEN *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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

Signature MSalazar
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/03/2025

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**
Ted Hamm Insurance Agency
1503 Park Street
Paso Robles, CA 93446
License #: 0L89671

CONTACT NAME: Ailsa Hunter
PHONE (A/C, No, Ext): (805)238-1818 FAX (A/C, No): (888)279-2649
E-MAIL ADDRESS: ailsa@thiapaso.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | |
| INSURER B : Kemper Insurance Company | 10914 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
R F Koerber, Inc.
PO BOX 431
Paso Robles, CA 93447

**COVERAGES** CERTIFICATE NUMBER: 00002755-3729712 REVISION NUMBER: 87

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 3AA867718 | 02/21/2025 | 02/21/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | 50010204801 | 05/06/2025 | 11/06/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | EZXS3196738 | 04/09/2025 | 02/21/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Pollution | | | CPLMOL129301 | 02/21/2025 | 02/21/2026 | Occurence | 1,000,000 |

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

JOC BID NO. FACILITIES SMALL CAPACITY 2025-02

THE COUNTY OF MONTEREY, its Officers, Employees, Represenatives, Volunteers and Agents and other interested parties as designated by contractor shall be named as additional insureds under Commercial General Liability Policy and such insurance afforded the additional insureds shall apply as primary insurance. Any other insurance maintained by contractor or owner shall not be called upon to contribute with this insurance. A policy endorsement signed by an authorized represenative of the insurer, referencing the correct policy number, must be attached to the certificate of insurance submitted by RF Koerber, Inc, (continued on ACORD 101 Additional Remarks Schedule)

**CERTIFICATE HOLDER**

County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

**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
Ailsa Hunter

1418

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AGENCY CUSTOMER ID: 00002755

LOC #:

ACORD®

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ted Hamm Insurance Agency | R F Koerber, Inc. |
| POLICY NUMBER | |
| N/A | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |
| Multiple Carriers | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
wherein the Subcontractors Commercial General Liability coverage is affirmed to be primary and such other coverage as is carried by RF Koerber Inc acknowledged to be non-contributory.



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MARKEL®

# EVANSTON INSURANCE COMPANY

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

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Additional Premium: | $Included (Check box if fully earned ☒) |

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

**A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

**B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



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MARKEL®

# EVANSTON INSURANCE COMPANY

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

## CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Maximum Annual Limit Of Insurance: | $5,000,000 |

The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
2. Such payments will not reduce any Construction Project General Aggregate Limit.


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**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

**D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

All other terms and conditions remain unchanged.



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KEMPER Auto COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works, Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page. | |

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

**PART A – LIABILITY COVERAGE OTHER INSURANCE – PART A ONLY**

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

a. **You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
b. Such additional insured is a named insured under such other insurance.

**ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

## ADDITIONAL NAMED INSURED ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| **County of Monterey, Department of Public Works, Facilities and Parks**<br>**1441 Schilling Place, 2nd Floor**<br>**Salinas, CA 93901** | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

| Additional Insured |
|---|
| County of Monterey, Department of Public Works, Facilities and Parks |

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# WAIVER OF SUBROGATION

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works,<br>Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

**County of Monterey, Department of Public Works, Facilities and Parks**

(name of person or organization)

Additional premium in the amount of $50.00 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA



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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.

**1426**


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MARKEL®

# EVANSTON INSURANCE COMPANY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery |
| **Additional Premium:** $ Included |

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



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POLICYHOLDER COPY

SC

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**ISSUE DATE: 09-02-2025**

GROUP:
POLICY NUMBER: **9140487-2025**
CERTIFICATE ID: **247**
CERTIFICATE EXPIRES: **09-01-2026**
**09-01-2025/09-01-2026**

**COUNTY OF MONTEREY**

**1441 SCHILLING PL**
**SALINAS CA 93901-4543**

SC

**JOB: JOC BID NO. FACILITIES SMALL CAP 2025-02**
**1441 SCHILLING PL**
**SALINAS**
**CA 93901**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.**

**ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2025 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.**

**ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2025-09-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY**

EMPLOYER

**R F KOERBER, INC. (A CORP)**
**PO BOX 431**
**PASO ROBLES CA 93447**

SC

[P1B,HO]

**1428**

(REV.7-2014)

**PRINTED : 09-02-2025**

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM $11,550.00 IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT AMOUNT

BOND NO. 24288705

**Date:** SEPTEMBER 4, 2025

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

R.F. KOERBER, INC.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: _____

JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: _____

BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213326-969577

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN
*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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

Signature MSalazar
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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PREMIUM INCLUDED IN PERFORMANCE BOND

BOND NO. 24288705

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

R.F. KOERBER, INC.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03 and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of One Million Dollars ($1,000,000) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega, Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

**Amended**

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

**The Ohio Casualty Insurance Company**

*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie J. Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code prompt issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grou revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN,
*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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

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 MSalazar
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213326-969577

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen, Kevin E. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4th day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2025

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**
Ted Hamm Insurance Agency
1503 Park Street
Paso Robles, CA 93446
License #: 0L89671

CONTACT NAME: Ailsa Hunter
PHONE (A/C, No, Ext): (805)238-1818 FAX (A/C, No): (888)279-2649
E-MAIL ADDRESS: ailsa@thiapaso.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | |
| INSURER B : Kemper Insurance Company | 10914 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
R F Koerber, Inc.
PO BOX 431
Paso Robles, CA 93447

**COVERAGES** CERTIFICATE NUMBER: 00002755-3729712 REVISION NUMBER: 87

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | 3AA867718 | 02/21/2025 | 02/21/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) | $ 5,000 |
| | X POLICY PRO-JECT LOC | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | Y | Y | 50010204801 | 05/06/2025 | 11/06/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | EZXS3196738 | 04/09/2025 | 02/21/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Pollution | | | CPLMOL129301 | 02/21/2025 | 02/21/2026 | Occurence | 1,000,000 |

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

JOC BID NO. FACILITIES SMALL CAPACITY 2025-02

THE COUNTY OF MONTEREY, its Officers, Employees, Represenatives, Volunteers and Agents and other interested parties as designated by contractor shall be named as additional insureds under Commercial General Liability Policy and such insurance afforded the additional insureds shall apply as primary insurance. Any other insurance maintained by contractor or owner shall not be called upon to contribute with this insurance. A policy endorsement signed by an authorized represenative of the insurer, referencing the correct policy number, must be attached to the certificate of insurance submitted by RF Koerber, Inc, (continued on ACORD 101 Additional Remarks Schedule)

**CERTIFICATE HOLDER**

County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

**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
Ailsa Hunter

1441

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AGENCY CUSTOMER ID: 00002755

LOC #:

ACORD®

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ted Hamm Insurance Agency | R F Koerber, Inc. |
| POLICY NUMBER: N/A | |
| CARRIER: Multiple Carriers / NAIC CODE: | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
wherein the Subcontractors Commercial General Liability coverage is affirmed to be primary and such other coverage as is carried by RF Koerber Inc acknowledged to be non-contributory.



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MARKEL®

# EVANSTON INSURANCE COMPANY

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

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Additional Premium: | $Included (Check box if fully earned ☒) |

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

**A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

**B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



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MARKEL®

# EVANSTON INSURANCE COMPANY

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

## CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Maximum Annual Limit Of Insurance: | $5,000,000 |

The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
2. Such payments will not reduce any Construction Project General Aggregate Limit.


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C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

All other terms and conditions remain unchanged.



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KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works, Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page. | |

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

**PART A – LIABILITY COVERAGE OTHER INSURANCE – PART A ONLY**

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

a. **You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
b. Such additional insured is a named insured under such other insurance.

**ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

## ADDITIONAL NAMED INSURED ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| **County of Monterey, Department of Public Works, Facilities and Parks**<br>**1441 Schilling Place, 2nd Floor**<br>**Salinas, CA 93901** | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

| Additional Insured |
|---|
| County of Monterey, Department of Public Works, Facilities and Parks |

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

Docusign Envelope ID: 7EA917B4-79D6-4E76-83AF-B40EF1D692CA

KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# WAIVER OF SUBROGATION

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works,<br>Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

**County of Monterey, Department of Public Works, Facilities and Parks**

(name of person or organization)

Additional premium in the amount of $50.00 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.

**1449**


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MARKEL®

# EVANSTON INSURANCE COMPANY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery |
| **Additional Premium:** $ Included |

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



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STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

**ISSUE DATE: 09-02-2025**

GROUP:
POLICY NUMBER: **9140487-2025**
CERTIFICATE ID: **247**
CERTIFICATE EXPIRES: **09-01-2026**
**09-01-2025/09-01-2026**

**COUNTY OF MONTEREY**

**1441 SCHILLING PL**
**SALINAS CA 93901-4543**

SC

**JOB: JOC BID NO. FACILITIES SMALL CAP 2025-02**
**1441 SCHILLING PL**
**SALINAS**
**CA 93901**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **30** days advance written notice to the employer.

We will also give you **30** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.**

**ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2025 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.**

**ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2025-09-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY**

EMPLOYER

**R F KOERBER, INC. (A CORP)**
**PO BOX 431**
**PASO ROBLES CA 93447**

SC

[P1B,HO]

**1451**

(REV.7-2014)

**PRINTED : 09-02-2025**

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Quincon, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-S 2025-03**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of

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this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

## ADJUSTMENT FACTORS

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. Individual Job Orders are capped at $1,000,000. The Maximum Contract Value is $3,000,000 for the **JOC FACILITIES-S ☒ 2025-01 or ☐ 2025-02 or ☐ 2025-03.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0600 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1300 |
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0700 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1350 |

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## ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

## ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

## ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-S 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 633031E17FD247E...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 7:23 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** Signed by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:19 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: QUINCON, INC.**

**By:** Signed by: Jose Quintana CEDFE4FAD35D42F...

**Name:** Jose Quintanta

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 3:37 PM PDT

**& By:** Signed by: Jose Quintana CEDFE4FAD35D42F...

**Name:** Jose Quintana

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 3:37 PM PDT

**COMPANY ADDRESS**:

PO BOX 1029

GROVER BEACH, CA, 93483

**Contractor's License Type**: A, B, C27, C09, C33

**License Number:** 888545

**License Expiration Date:** 12/31/2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Bond No. 54268831
Premium Amt: $13,500.00

**Date:** September 9th, 2025

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Quincon, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Quincon, Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of One Million Dollars ($1,000,000), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Quincon, Inc.
Principal

By: _____

Title: _____

*(Corporate Seal)* United Fire & Casualty Company
Surety

By: _____

Title: Jodie Lee Doner, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of: California

County of _____

On 9/9/25 before me, Susana G Rodriguez Notary Public,

personally appeared Jodie Doner

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.

SUSANA GUADALUPE RODRIGUEZ
Notary Public - California
Ventura County
Commission # 2484243
My Comm. Expires Mar 15, 2028

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

TITLES(S)

☐PARTNERS ☐LIMITED ☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

**SIGNER IS REPRESENTING:**
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Docusign Envelope ID: 29DDD148-B59C-478F-A5E1-F6652681A3A6

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**
**118 Second Ave SE**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN P. REED, JESSICA GARCIA, AARON FOSBURG, JODIE LEE DONER, EMMANUEL BRIZUELA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

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Docusign Envelope ID: A2CC3EA1-0D27-4A8D-90E1-CAC16C2FDEF8

# PAYMENT BOND

Bond No. 54268831
Premium Amt Incld in Perf Bond

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Quincon, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-S 2025-03 and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Quincon, Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of One Million Dollars ($1,000,000) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Quincon, Inc.
Principal

By: _____

Title: _____

*(Corporate Seal)* United Fire & Casualty Company
Surety

By: _____

Title: Jodie Lee Doner, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of: California

County of _____

On 9/9/25 before me, Susana G Rodriguez Notary Public,

personally appeared Jodie Doner

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.

SUSANA GUADALUPE RODRIGUEZ
Notary Public - California
Ventura County
Commission # 2484243
My Comm. Expires Mar 15, 2028

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

_____
TITLES(S)

☐PARTNERS ☐LIMITED
☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**
NAME OF PERSON(S) OR ENTITY(IES)

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**
**118 Second Ave SE**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN P. REED, JESSICA GARCIA, AARON FOSBURG, JODIE LEE DONER, EMMANUEL BRIZUELA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2025

**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 | CONTACT NAME: Paige Martin CISR | |
|---|---|---|
| DEJ Insurance Services Inc<br>License #0F82089<br>653 W Fallbrook #103<br>Fresno CA 93711 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: PaigeM@insurancedej.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Navigators Insurance Company | 42307 |
| INSURED<br>Quincon Inc<br>PO Box 1029<br>Grover Beach CA 93483 | INSURER B : Security National Ins Co | 19879 |
| | INSURER C : Service American Indemnity Co | 39152 |
| | INSURER D : XL Specialty Insurance Company | 37885 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 GL BA IM UMB WC **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 | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | SF25CGLZ0D5FNIC | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Per Project Aggregate | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 5,000,000 |
| B | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | Y | | SPP180853402 | 03/01/2025 | 03/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | ☐ UMBRELLA LIAB ☒ OCCUR<br>☒ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | LA25EXCZ0D5M6IC | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | SAMTWC0056804 | 03/01/2025 | 03/01/2026 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Rented/Leased Equipment<br>Scheduled Equipment | | | UM00181545MA25A | 03/01/2025 | 03/01/2026 | $1,000 Deductible<br>$1,000 Deductible | $200,000<br>Per Schedule |

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

JOC Bid No. Facilities Small Capacity 2025-01. The County of Monterey, its officers, officials, employees, agents, and volunteers are included as additional insured and insurance is primary and non-contributory with waiver of subrogation as per forms CG2010 0413, CG2037 0413, CG2001 0413, CA990187 0715 and WC040306 0484 attached.

**CERTIFICATE HOLDER**

Monterey County Dept of Public Works Facilities and Parks
1441 Schilling Place S 2nd FL
Salinas CA 93901-4527

**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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**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization to whom the Named Insured has agreed by a written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only as respects “Commercial Construction”, and only as respects occurrences subsequent to the making of such written contract.<br><br>As used in this endorsement, “Commercial Construction” means construction other than 1) new home construction and 2) condominium or townhouse related work other than remodel of a single unit. | Where specified by written contract, but only as respects “Commercial Construction". |
| . | . |
| . | . |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

**1.** The insurance afforded to such additional

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.


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insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**This Endorsement Changes The Policy. Please Read It Carefully**

# BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.**

Item **1. Who is an Insured** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

**d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

**(1)** coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**(2)** coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

**(3)** coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

**e.** An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**f.** Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

**B. Increase Of Loss Earnings Payment**

Subpart **(4)** of **a. Supplementary Payments** of Item **2. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

**(4)** We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

**C. Fellow Employee Injured By Covered Auto You Own Or Hire**

Item **5. Fellow Employee** of Paragraph **B. Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

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**D. Limited Automatic Towing Coverage**

Item **2. Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**2. Towing**

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

**a.** The limit for towing and labor for each disablement is $500;

**b.** No deductible applies to this coverage.

**E**. Item **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

**Glass Repair Coverage**

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered “auto”, for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the “loss” arises from a covered Comprehensive “loss” to your “auto”.

**F. Increase Of Transportation Expense Coverage**

Subpart **a. Transportation Expenses** of Item **4. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered "auto" is returned to use or we pay for its "loss".

**G. “Personal Effects” Coverage**

Item **4. Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to add:

**“Personal Effects” Coverage**

We will pay actual cash value for “loss” to “personal effects” of the “insured” while in a covered “auto” subject to a maximum limit of $2,500 per “loss”, for that covered “auto” caused by the same “accident”. No deductible will apply to this coverage.

**H. “Downtime Loss” Coverage**

Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

**“Downtime Loss” Coverage**

We will pay any resulting “downtime loss” expenses you sustain as a result of a covered physical damage “loss” to a covered “auto” up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage “loss”, subject to the following conditions:

**a.** We will provide “downtime loss” beginning on the 5th day after *we* have given you our agreement to pay for repairs to a covered “auto” and you have given the repair facility your authorization to make repairs;

**b.** Coverage for “downtime loss” expenses will end when any of the following occur:

(1) You have a spare or reserve “auto” available to you to continue your operations.

(2) You purchase a replacement “auto”.

(3) Repairs to your covered “auto” have been completed by the repair facility and they determine the covered “auto” is road-worthy.

(4) You reach the 30 day maximum coverage.

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**I.** Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

**a.** We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.

**b.** Our payment is limited to necessary and actual expenses incurred.

**c.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**d.** If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**J. "Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

**"Personal Effects" Exclusion**

We will not pay for "loss" to "personal effects" of any of the following:

a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.

b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.

c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

**K. Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a.** Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

**L. Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** The amount paid under the Physical Damage Coverage Section of the policy; and

**b.** Any:

**(1)** Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

**(4)** Security deposits not refunded by the lessor; and

**(5)** Carry-over balances from previous loans or leases

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**M. Aggregate Deductible**

Paragraph **D**. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

**N. Diminishing Deductible**

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

| Loss Free Policy Periods With the Expansion Endorsement | Deductible Reduction on the first "loss" |
|---|---|
| 1 | 0% |
| 2 | 25% |
| 3 | 50% |
| 4 | 75% |
| 5 | 100% |

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

**O. Knowledge of Loss and Notice To Us**

Subsection **a**. of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;

**(3)** An "executive officer" or director, if you are a corporation;

**(4)** A manager or member, if you are a limited liability company;

**(5)** Your insurance manager; or

**(6)** Your legal representative.

**P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract**

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**5. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

**Q. Insurance is Primary and Noncontributory**

Subpart **a**. of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

**R. Other Insurance – Hired Auto Physical Damage**

Subpart **b**. of Item **5.**.**Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

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**(2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**S. Unintentional Failure To Disclose Hazards**

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

**9.** Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

**T. Additional Definition**

**SECTION V – DEFINITIONS** is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

**1.** Is out of service for repair or replacement as a result of a covered physical damage "loss" and

**2.** Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

**1**. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

**2.** Continuing normal operating expenses incurred, including payroll.

**In this endorsement, <u>Headings and Titles</u> are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization for whom you are performing operations during the policy period 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. | . |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

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

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

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

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

Blanket waiver of subrogation as required by written

**Job Description**

contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 03/01/2025 Policy No. SAMTWC0056804 Endorsement No.

Policy Effective Date: 03/01/2025 to 03/01/2026 Premium $

Insured: Quincon Inc

DBA:

Carrier Name / Code: Service American Indemnity Company (Method)

Countersigned by _____

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Angeles Contractor, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☐ **2025-01 or** ☐ **2025-02 or** ☐ **2025-03 or** ☐ **2025-04 or** ☒ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1000 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1000 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-05**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signature
Mary Grace Perry
633031E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/12/2025 | 11:27 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by:
Patricia Ruiz
579EF64F57454F6...
Ma Moh, Chief Deputy Auditor-Controller

**Date:** 9/12/2025 | 11:50 AM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: ANGELES CONTRACTOR, INC.**

**By:** DocuSigned by:
Young Kang
E105EC1C76AB407...

**Name:** Young Kang

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 9:38 AM PDT

**& By:** DocuSigned by:
Young Kang
E105EC1C76AB407...

**Name:** Young Kang

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 9:38 AM PDT

**COMPANY ADDRESS**:

783 Phillips Drive

CITY OF INDUSTRY, CA 91748

**Contractor's License Type**: A, B, C9, C10, C15, C33, C39,

**License Number:** 858483

**License Expiration Date:** 5/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Bond No. 30254441
Premium: $21,270.00
Premium is for contract term and is subject to adjustment based on final contract price
Executed in: 1 Counterpart

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Angeles Contractor, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Angeles Contractor, Inc.

as Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, Eleven Thousand, Six Hundred Eighty-Four Dollars ($3,011,684), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Angeles Contractor, Inc.
Principal

By: YOUNG KANG

Title: President / Secretary

*(Corporate Seal)* Western Surety Company
Surety

By: Rebecca Haas-Bates

Title: Rebecca Haas-Bates, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# Minutes of Board of Directors Meeting

## Of

## Angeles Contractor, Inc.

The undersigned, being the directors of the above named corporation, in accordance with corporate law and the bylaw of this Corporation, do hereby consent to the adoption of the following recitals and resolutions.

An annual meeting of the board of directors of the corporation was held at: 783 Phillips Drive, City of Industry, CA 9748 on March 21, 2025 at 10:00 a.m..

The President and Secretary of the Corporation acted respectively, as Chairman and Secretary of the meeting.

There were present, representing a quorum of the board:

| | |
|---|---|
| President: | Young W. Kang |
| Secretary: | Young W. Kang |
| Director: | Young W. Kang |

## Ratification and Approval of Actions

The president of the corporation acted as chairman, and the secretary of the corporation acted as secretary of the meeting.

Whereas, the Board of Directors and Officers of the Corporation have taken action between the last meeting and this meeting.

Whereas, it would be in the best interests of the corporation to ratify and approve the actions of directors and officers of the corporation occurring between the last meeting as this meeting.

Resolved: The Directors ratify and approve the actions of Directors and Officers of the Corporation occurring between the last meeting and this year's meeting.

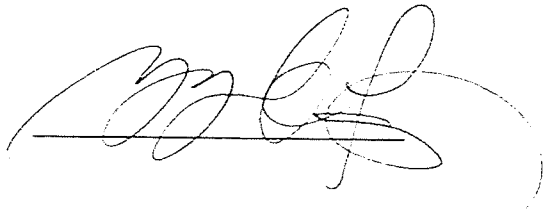
To authorize the officers and certain senior management personnel to contract and obligate the corporation, in the ordinary course of business the following resolution was, upon motion duly made, seconded and carried, adopted:

Resolved: That the following officers and certain senior management personnel be, and the same hereby are authorized to sign contracts and obligations on behalf of the corporation.

**Young W. Kang, President**
**Raymond S. Yoo, SVP**
**Taik G. Kim aka Chris Kim, SVP**
**Walter E. Shirley, SVP**
**Alex Y. Cho, VP**
**Gregory M. Edwards, VP**

There being no further business to come before the meeting, it was adjourned on motion duly made and carried.

Date: 3/21/2025

Signed by Secretary: 

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )

On 08/27/2025 (Date) before me, L. Gomez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Rebecca Haas-Bates (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/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.

L. GOMEZ
Notary Public - California
Orange County
Commission # 2413682
My Comm. Expires Aug 23, 2026

Signature L. Gomez
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Performance Bond No. 30254441 Document Date: 08/27/2025
Number of Pages: Three (3) Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| Signer's Name: Rebecca Haas-Bates | Signer's Name: _____ |
|---|---|
| ☐ Corporate Officer — Title(s): _____ | ☐ Corporate Officer — Title(s): _____ |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☑ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer Is Representing: Western Surety Company | Signer Is Representing: _____ |

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# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Richard Adair, William Syrkin, Rebecca Haas-Bates, Individually**

of Orange, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27TH day of AUGUST, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

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Bond No.: 30254441
Premium is included in the performance bond
Executed in: 1 Counterpart

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Angeles Contractor, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Angeles Contractor, Inc.

as Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, Eleven Thousand, Six Hundred Eighty-Four Dollars ($3,011,684) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it

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does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Angeles Contractor, Inc.
Principal

By: _____ YOUNG KANG

Title: President / Secretary

*(Corporate Seal)* Western Surety Company
Surety

By: _____

Title: Rebecca Haas-Bates, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# Minutes of Board of Directors Meeting

## Of

## Angeles Contractor, Inc.

The undersigned, being the directors of the above named corporation, in accordance with corporate law and the bylaw of this Corporation, do hereby consent to the adoption of the following recitals and resolutions.

An annual meeting of the board of directors of the corporation was held at: 783 Phillips Drive, City of Industry, CA 9748 on March 21, 2025 at 10:00 a.m..

The President and Secretary of the Corporation acted respectively, as Chairman and Secretary of the meeting.

There were present, representing a quorum of the board:

| | |
|---|---|
| President: | Young W. Kang |
| Secretary: | Young W. Kang |
| Director: | Young W. Kang |

## Ratification and Approval of Actions

The president of the corporation acted as chairman, and the secretary of the corporation acted as secretary of the meeting.

Whereas, the Board of Directors and Officers of the Corporation have taken action between the last meeting and this meeting.

Whereas, it would be in the best interests of the corporation to ratify and approve the actions of directors and officers of the corporation occurring between the last meeting as this meeting.

Resolved: The Directors ratify and approve the actions of Directors and Officers of the Corporation occurring between the last meeting and this year's meeting.

To authorize the officers and certain senior management personnel to contract and obligate the corporation, in the ordinary course of business the following resolution was, upon motion duly made, seconded and carried, adopted:

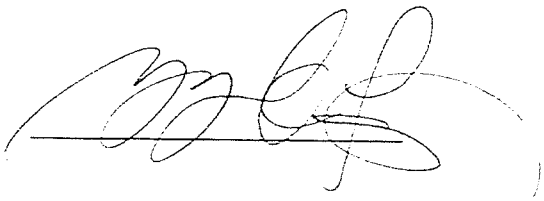
Resolved: That the following officers and certain senior management personnel be, and the same hereby are authorized to sign contracts and obligations on behalf of the corporation.

**Young W. Kang, President**
**Raymond S. Yoo, SVP**
**Taik G. Kim aka Chris Kim, SVP**
**Walter E. Shirley, SVP**
**Alex Y. Cho, VP**
**Gregory M. Edwards, VP**

There being no further business to come before the meeting, it was adjourned on motion duly made and carried.

Date: 3/21/2025

Signed by Secretary:



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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Orange )

On 08/27/2025 (Date) before me, L. Gomez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Rebecca Haas-Bates (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/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.

L. GOMEZ
Notary Public - California
Orange County
Commission # 2413682
My Comm. Expires Aug 23, 2026

Signature L. Gomez
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Payment Bond No. 30254441 Document Date: 08/27/2025
Number of Pages: Three (3) Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Western Surety Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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# Western Surety Company

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**Richard Adair, William Syrkin, Rebecca Haas-Bates, Individually**

of Orange, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof,** WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of December, 2023.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27TH day of AUGUST, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2025

**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**
Foundation Risk Partners dba Millennium Risk Mgmt & Ins Services
301 E Colorado Blvd, Suite 205
Pasadena CA 91101

License#: 0M93299
ANGECON-02

**CONTACT NAME:** Certificate Desk
**PHONE (A/C, No, Ext):** 818-844-4110 **FAX (A/C, No):**
**E-MAIL ADDRESS:** Cert@mcsins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Continental Insurance Company | 35289 |
| INSURER B : American Casualty Company of Reading, | 20427 |
| INSURER C : Valley Forge Insurance Company | 20508 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Angeles Contractor, Inc.
783 Phillips Dr
City of Industry CA 91748-1147

**COVERAGES** **CERTIFICATE NUMBER:** 703870657 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Ded $1,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | 4033039664 | 9/1/2025 | 9/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>X Coll 1000 X Comp 1000 | Y | | 5095610531 | 9/1/2025 | 9/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ $0 | | | 5095610562 | 9/1/2025 | 9/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>Excess over GL AL EL | $ 10,000,000<br>$ 10,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | 7094398780 | 9/1/2025 | 9/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Subject to all policy terms, exclusions and conditions. Umbrella Liability is over GL, AL, and EL.
Re: PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05

The County of Monterey, its officers, officials, employees, and volunteers, where required by written contract, are named as additional insured for General Liability for ongoing & completed operations with primary wording; addl insured for Auto Liability; all per forms attached for review. 30 day notice of cancellation/ 10 days notice for non-payment of premium.

**CERTIFICATE HOLDER**

County of Monterey
Department of Public Works, Facilities, & Parks
1441 Schilling Place South - 2nd Floor
Salinas CA 93901-2438

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

# CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

## I. LIABILITY COVERAGE

### A. Who Is An Insured

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

**1. a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

**b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

**2.** Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

**a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

**b.** Does not apply to:

**(1)** "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

**(2)** Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

**3.** Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

**4.** An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

**1.** Which are no longer in force; or

**2.** Whose limits have been exhausted.

### B. Bail Bonds and Loss of Earnings

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

**1.** In **a.(2)**, the limit for the cost of bail bonds is changed from $2,000 to $5,000; and

**2.** In **a.(4)**, the limit for the loss of earnings is changed from $250 to $500 a day.

### C. Fellow Employee

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

## II. PHYSICAL DAMAGE COVERAGE

### A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

### B. Transportation Expenses

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

**a.** $60 per day, in lieu of $20; subject to

**b.** $1,800 maximum, in lieu of $600.

### C. Loss of Use Expenses

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

**a.** $1,000 maximum, in lieu of $600.

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**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.**:

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

**a.** Any covered "auto" you lease, hire, rent or borrow without a driver; and

**b.** Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

**c.** The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

**d.** The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."

**e.** Such physical damage coverage for hired "autos" will:

**(1)** Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

**(2)** Such coverage as is provided by this provision will be subject to a limit of $750 per "accident."

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

**c.** Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

**d.** A $100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the "diminution in value" exclusion does not apply to:

**a.** Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

**b.** Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

**c.** Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

**d.** The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

**(1)** $5,000; or

**(2)** 20% of the "auto's" actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III**:

**1.** Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

**a.** An "auto" owned by that "executive officer" or a member of that person's household; or

**b.** An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

**(1)** Equal to the greatest of those coverages afforded any covered "auto"; and


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**(2)** Excess over any other collectible insurance.

**2.** For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

## IV. BUSINESS AUTO CONDITIONS

### A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

**(4)** Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

**(6)** Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

### B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

### C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

### D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

### E. Policy Period, Coverage Territory

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

**a.** 45 days of coverage in lieu of 30 days.

## V. DEFINITIONS

**Section V. Paragraph C.** is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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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; and

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

**1.** Coverage broader than what you are required to provide by the **written contract**; or

**2.** A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

**II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, 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** 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.

**III.** 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;

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**.

**IV.** But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:


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

**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**.

**V.** 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**.

**VI.** 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**:

**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.

**VII.** 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 endeavor to 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 other insurance under 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.

**VIII.** 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.** Was executed prior to:



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**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; and

**B.** Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

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.



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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Newton Constuction & Management, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☐ **2025-01 or** ☐ **2025-02 or** ☐ **2025-03 or** ☒ **2025-04 or** ☐ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0850 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1300 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1300 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-04**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: NEWTON CONSTUCTION & MANAGEMENT, INC.**

**By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name:** Eric Newton

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 3:14 PM PDT

**& By:** Signed by: Eric Newton 1AB10E1BBD8D40A...

**Name:** Eric Newton

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 3:14 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** DocuSigned by: Mary Grace Perry 633031E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 7:15 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:16 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

2436 Broad Street

SAN LUIS OBISPO, CA 93401

**Contractor's License Type**: A, B, C10, C16

**License Number:** 783608

**License Expiration Date:** 9/30/2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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NEWTON
CONSTRUCTION & MANAGEMENT

**UNANIMOUS WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF DIRECTORS**

**NEWTON CONSTRUCTION & MANAGEMENT, INC.**

**January 1, 2006**

The undersigned, being the directors of the corporation, acting pursuant to the authority of Section 307 of the California General Corporations Law, hereby adopt the following recitals and resolution, effective on the date set forth above.

**WHEREAS**, it is contemplated that the corporation will enter into contracts with third parties in conducting the business of the corporation, it is

**RESOLVED**, that Eric Newton, President and Secretary of the corporation, is hereby authorized to sign any and all contracts for and on behalf of the corporation.

Eric Newton

Director

Rodessa Newton

Director

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EXECUTED IN 1 ORIGINAL COUNTERPART
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# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: _____, Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: _____
KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature:
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

| Signer's Name: | Signer's Name: |
|---|---|
| ☐ Individual | ☐ Individual |
| ☐ Corporate Officer Title(s): | ☐ Corporate Officer Title(s): |
| ☐ Partner - ☐ Limited ☐ General | ☐ Partner - ☐ Limited ☐ General |
| ☐ Attorney in Fact | ☐ Attorney in Fact |
| ☐ Trustee | ☐ Trustee |
| ☐ Guardian or Conservator | ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer is Representing: | Signer is Representing: |
| Right Thumbprint of Signer Top of thumb here | Right Thumbprint of Signer Top of thumb here |

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42
EXECUTED IN 1 ORIGINAL COUNTERPART
Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Newton Construction & Management, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
- ☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we NEWTON CONSTRUCTION & MANAGEMENT, INC.

as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 28TH day of AUGUST, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Newton Construction & Management, Inc.
Principal

By: _____, Eric Newton

Title: President

*(Corporate Seal)* NATIONWIDE MUTUAL INSURANCE COMPANY
Surety

By: _____
KEVIN VEGA

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of August, 2025.

Assistant Secretary

BDJ 1(04-24)00

Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
} ss.
County of LOS ANGELES }

On August 28th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
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/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.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature:
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

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
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing:
_____
Right Thumbprint of Signer
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing:
_____
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/28/2025

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 | Peterson & Grantham Insurance Brokers<br>3017 Douglas Blvd. Suite 300<br>Roseville, CA 95661<br>License #: 0G05786 |
| CONTACT NAME: | Arrow Grantham |
| PHONE (A/C, No, Ext): | (916)431-0400 FAX (A/C, No): (916)431-0246 |
| E-MAIL ADDRESS: | arrow@pngins.com |
| INSURED | Newton Construction & Management, Inc<br>PO Box 3260<br>San Luis Obispo, CA 93403-3260 |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Landmark American Insurance Company | |
| INSURER B : | California Automobile Insurance Company | 38342 |
| INSURER C : | RSUI Indemnity Company | 22314 |
| INSURER D : | State Compensation Insurance Fund | 35076 |
| INSURER E : | Mt. Hawley Insurance Company | 37974 |
| INSURER F : | Westchester Surplus Lines Insurance Company | 10172 |

**COVERAGES** **CERTIFICATE NUMBER: 00001788-0** **REVISION NUMBER: 33**

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 | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | LHA114970 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>50,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>X OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>X SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | Y | Y | BA040000083890 | 09/19/2025 | 09/19/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ 0 | Y | Y | NHA604361 | 12/31/2024 | 12/31/2025 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 9082254-25 | 03/28/2025 | 03/28/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000<br>1,000,000 |
| E | Excess Liability | Y | Y | MXL0439579 | 12/31/2024 | 12/31/2025 | OCC/AGG | | 6,000,000 |
| F | Pollution | Y | Y | G73550944 004 | 02/01/2025 | 02/01/2026 | OCC/AGG | | 1M/2M |

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

**County of Monterey , its officers, agents, and employees are named as Additional Insureds, for Contrac JOC BID NO. FACILITIES LARGE CAPACITY 2025-04 . on GL per attached CG 2037 & CG2010 and Auto per attached form AC 70050316 Business Auto Protection Endorsement with respect to liability arising out of the CONTRACTOR's Work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance**

**CERTIFICATE HOLDER**

Monterey County
168 W Alisal St 2nd Floor
Salinas, CA 93901

**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

(AMG)

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*This Endorsement Changes The Policy. Please Read It Carefully.*

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

**Name of Person or Organization:**

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**:

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

This endorsement effective 12/31/2024
forms part of Policy Number LHA114970
issued to NEWTON CONSTRUCTION & MANAGEMENT, INC.
by Landmark American Insurance Company

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Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

Policy Number: LHA114970

**COMMERCIAL GENERAL LIABILITY**
**CG 20 01 04 13**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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Docusign Envelope ID: 478F3998-4223-4833-B8B0-50190115BE42

POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or


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2. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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POLICY NUMBER: LHA114970

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| **ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW** | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.


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**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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

# Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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# BUSINESS AUTO COVERAGE FORM

**I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

**II. EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

**III. AUTOMATIC ADDITIONAL INSURED**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**IV. EMPLOYEE HIRED AUTO LIABILITY**

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**V. SUPPLEMENTARY PAYMENTS**

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

**XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to 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; and
(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.

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**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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STATE COMPENSATION INSURANCE FUND

**ENDORSEMENT AGREEMENT**
**WAIVER OF SUBROGATION**
**BLANKET BASIS**



HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

9082254-25
RENEWAL

**EFFECTIVE March 28, 2025 AT 12:01 AM.**
**AND EXPIRING March 28, 2026 AT 12:01 AM**

Central Valley Sacramento
0630620

**NEWTON CONSTRUCTION AND MANAGEMENT**

PO BOX 3260
SAN LUIS OBISPO, CA 93403

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: March 14, 2025

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572

SCIF FORM 10217 (REV. 4 - 2018)

OLD DP 217

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *R.F. Koerber, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☐ **2025-01 or** ☐ **2025-02 or** ☒ **2025-03 or** ☐ **2025-04 or** ☐ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0875 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1000 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1200 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1200 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-03**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: R.F. KOERBER, INC.**

**By:** Signed by: 2585F571987E46C... _____

**Name:** Justin Koerber

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/9/2025 | 3:11 PM PDT

**& By:** Signed by: 2585F571987E46C... _____

**Name:** Justin Koerber

**Title:** CFO
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/9/2025 | 3:11 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** DocuSigned by: Mary Grace Perry 633031E17FD247F... _____
Mary Grace Perry, Deputy County Counsel

**Date:** 9/9/2025 | 4:54 PM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E67454F6... _____
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 1:43 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

PO Box 431

PASO ROBLES, CA 93447

**Contractor's License Type**: B

**License Number:** 863577

**License Expiration Date:** 8/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM INCLUDED IN PERFORMANCE BOND

BOND NO. 24288706

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal, R.F. KOERBER, INC. as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
- ☑ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we R.F. KOERBER, INC.
as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, :

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does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: 36F0BE3D-A0F1-4749-9AD5-1423F6070A49

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: _____

JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By: _____

BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin E. Vega, Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4TH day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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No. 5133-4

STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

**The Ohio Casualty Insurance Company**

*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie J. Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promp issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be gro revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,
*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN,
*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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

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 MSalazar
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ISSUED IN TWO (2) ORIGINAL COPIES

PREMIUM $ 28,775.00 IS SUBJECT TO CHANGE BASED ON FINAL CONTRACT AMOUNT

BOND NO. 24288706

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal, R.F. KOERBER, INC.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we R.F. KOERBER, INC.

as Principal, and THE OHIO CASUALTY INSURANCE COMPANY

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bon

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 4TH day of SEPTEMBER, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* R.F. KOERBER, INC.

Principal

By: JUSTIN KOERBER

Title: PRESIDENT

*(Corporate Seal)* THE OHIO CASUALTY INSURANCE COMPANY

Surety

By:

BRITTON CHRISTIANSEN

Title: ATTORNEY-in-FACT

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Monterey )

On September 8, 2025 before me, Briana Solis, Notary Public
(insert name and title of the officer)

personally appeared Justin Reginald Koerber,
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.

BRIANA SOLIS
Notary Public - California
Monterey County
Commission # 2464512
My Comm. Expires Sep 26, 2027

Signature _____ (Seal)

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Liberty Mutual SURETY

# POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213326-969577**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Britton Christiansen; Kevin F. Vega; Philip E. Vega

all of the city of Covina state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 4TH day of SEPTEMBER, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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STATE OF CALIFORNIA

# DEPARTMENT OF INSURANCE

SAN FRANCISCO

**Amended**

# Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

**The Ohio Casualty Insurance Company**

*of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
*Insurance Commissioner*

*By*

Valerie J. Sarfaty
for Nettie Hoge
*Chief Deputy*

**NOTICE:**
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code prompt issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grou revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** CIVIL CODE § 1189

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of SAN LUIS OBISPO )

On SEP 0 4 2025 before me, McKENZIE SALAZAR, NOTARY PUBLIC,

*Date* *Here Insert Name and Title of the Officer*

personally appeared BRITTON CHRISTIANSEN

*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/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.

MCKENZIE SALAZAR
Notary Public - California
San Luis Obispo County
Commission # 2459004
My Comm. Expires Aug 13, 2027

Signature _____

*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2025

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**
Ted Hamm Insurance Agency
1503 Park Street
Paso Robles, CA 93446
License #: 0L89671

CONTACT NAME: Ailsa Hunter
PHONE (A/C, No, Ext): (805)238-1818 FAX (A/C, No): (888)279-2649
E-MAIL ADDRESS: ailsa@thiapaso.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Evanston Insurance Company | |
| INSURER B : Kemper Insurance Company | 10914 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
R F Koerber, Inc.
PO BOX 431
Paso Robles, CA 93447

**COVERAGES** CERTIFICATE NUMBER: 00002755-3729712 REVISION NUMBER: 86

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | Y | 3AA867718 | 02/21/2025 | 02/21/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | Y | 50010204801 | 05/06/2025 | 11/06/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | EZXS3196738 | 04/09/2025 | 02/21/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Pollution | | | CPLMOL129301 | 02/21/2025 | 02/21/2026 | Occurence | 1,000,000 |

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

JOC BID NO. FACILITIES LARGE CAPACITY 2025-03

THE COUNTY OF MONTEREY, its Officers, Employees, Represenatives, Volunteers and Agents and other interested parties as designated by contractor shall be named as additional insureds under Commercial General Liability Policy and such insurance afforded the additional insureds shall apply as primary insurance. Any other insurance maintained by contractor or owner shall not be called upon to contribute with this insurance. A policy endorsement signed by an authorized represenative of the insurer, referencing the correct policy number, must be attached to the certificate of insurance submitted by RF Koerber, Inc, (continued on ACORD 101 Additional Remarks Schedule)

**CERTIFICATE HOLDER**
County of Monterey, Department of Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

**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
Ailsa Hunter

1550

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AGENCY CUSTOMER ID: 00002755

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Ted Hamm Insurance Agency | R F Koerber, Inc. |
| POLICY NUMBER: N/A | |
| CARRIER: Multiple Carriers / NAIC CODE: | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
wherein the Subcontractors Commercial General Liability coverage is affirmed to be primary and such other coverage as is carried by RF Koerber Inc acknowledged to be non-contributory.



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# EVANSTON INSURANCE COMPANY

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

## BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

| Additional Premium: | $Included (Check box if fully earned ☒) |
|---|---|

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

**A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

**B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



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# EVANSTON INSURANCE COMPANY

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

## CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| | |
|---|---|
| Maximum Annual Limit Of Insurance: | $5,000,000 |

The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single construction project:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
2. Such payments will not reduce any Construction Project General Aggregate Limit.


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C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit and Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

All other terms and conditions remain unchanged.



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KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# PRIMARY AND NONCONTRIBUTORY ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works, Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. The following endorsement applies only if Form Number 500PNCV01 appears on your Declarations Page. | |

This endorsement modifies the insurance provided under your COMMERCIAL AUTO POLICY.

**PART A – LIABILITY COVERAGE OTHER INSURANCE – PART A ONLY**

The following is added to this section:

The coverage afforded under **your** Commercial Auto Policy is primary to and will not seek contribution from any other insurance available to an additional insured under **your** policy provided that:

a. **You** have agreed in writing in a contract or agreement that the coverage afforded under **your** Commercial Auto Policy would be primary and would not seek contribution from any other insurance available to such additional insured; and
b. Such additional insured is a named insured under such other insurance.

**ALL OTHER TERMS, LIMITS, CONDITIONS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

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KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# ADDITIONAL NAMED INSURED ENDORSEMENT

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| **County of Monterey, Department of Public Works, Facilities and Parks**<br>**1441 Schilling Place, 2nd Floor**<br>**Salinas, CA 93901** | **50010204801** | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

| Additional Insured |
|---|
| County of Monterey, Department of Public Works, Facilities and Parks |

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

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KEMPER Auto
COMMERCIAL

**Kemper Auto Commercial**
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022
Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391
Claims Service: (800) 353-6737

# WAIVER OF SUBROGATION

| Copy To | Policy ID Number | Expiration Date |
|---|---|---|
| County of Monterey, Department of Public Works, Facilities and Parks<br>1441 Schilling Place, 2nd Floor<br>Salinas, CA 93901 | 50010204801 | 11/06/2025 12:01 a.m. |
| | **Named Insured** | |
| | R F KOERBER INC | |
| | This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested. | |

In return for **your** premium payment shown below, **we** agree that **our** rights of subrogation or rights of recovery under the policy will not apply against the following person or organization:

**County of Monterey, Department of Public Works, Facilities and Parks**

(name of person or organization)

Additional premium in the amount of $50.00 will be retained by **us** regardless of any early termination of this endorsement or the policy.

All other policy provisions remain unchanged.

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.



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# EVANSTON INSURANCE COMPANY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name Of Person Or Organization:** |
| --- |
| Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery |
| **Additional Premium:** $ Included |

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Staples Construction Company, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☐ **2025-01 or** ☒ **2025-02 or** ☐ **2025-03 or** ☐ **2025-04 or** ☐ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0654 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1154 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.1254 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1754 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-02**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: STAPLES CONSTRUCTION COMPANY, INC.**

**By:** DocuSigned by: DAVID STAPLES
DE61DE24B2E0412...

**Name:** David Staples

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** _____

**& By:** _____

**Name:** _____

**Title:** _____
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry
633031E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/10/2025 | 11:32 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz
E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/10/2025 | 1:57 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

1501 Eastman Ave.,

VENTURA, CA 93003

**Contractor's License Type**: A, B

**License Number:** 710039

**License Expiration Date:** 7/31/2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

A special meeting of the Board of Directors of Staples Construction Co., Inc. was held in the conference room at 1501 Eastman Avenue, Ventura, CA on November 24, 2009.

The following directors were present:

David R. Staples, also known as David Staples
Tonya R. Staples

The following persons officiated at the meeting:
Chairman of the meeting: David R. Staples, aka David Staples
Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples would have the authority.

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

> RESOLVED: That David R. Staples, also known as David Staples, and/or Tonya R. Staples will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Staples Construction Co., Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

Tonya R. Staples
Secretary - Treasurer

Staples Construction Company,
Inc. A California Corporation
1501 Eastman Ave.
Ventura, CA 93003

Corporate Seal

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A
Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

Bond No. 800208194

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Staples Construction Company Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
- ☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Staples Construction Company, Inc.

as Principal, and Atlantic Specialty Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it

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does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Staples Construction Company Inc.
Principal

By: _____
David Staples

Title: President

*(Corporate Seal)* Atlantic Specialty Insurance Company
Surety

By: _____
Chelsea Liberatore

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento )

On AUG 27 2025 before me, Zachary Galvin Liberatore, Notary Public
(insert name and title of the officer)

personally appeared Chelsea Liberatore,
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.

ZACHARY GALVIN LIBERATORE
Notary Public - California
Sacramento County
Commission # 2479099
My Comm. Expires Jan 9, 2028

Signature _____ **(Seal)**

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

intact INSURANCE

Bond No. 800208194

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Robert Wood, Shaunna Rozelle Ostrom**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of August, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

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# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

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The following directors were present:

David R. Staples, also known as David Staples
Tonya R. Staples

The following persons officiated at the meeting:
Chairman of the meeting: David R. Staples, aka David Staples
Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples would have the authority.

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

> RESOLVED: That David R. Staples, also known as David Staples, and/or Tonya R. Staples will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Staples Construction Co., Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

Tonya R. Staples
Secretary - Treasurer

Staples Construction Company,
Inc. A California Corporation
1501 Eastman Ave.
Ventura, CA 93003

Corporate Seal

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A
Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

Bond No. 800208194
Premium: $28,446.00

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Staples Construction Company Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Staples Construction Company, Inc.

as Principal, and Atlantic Specialty Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A
Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 27th day of August, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Staples Construction Company Inc
Principal

By: David Staples

Title: President

*(Corporate Seal)* Atlantic Specialty Insurance Company
Surety

By: Chelsea Liberatore

Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento )

On AUG 27 2025 before me, Zachary Galvin Liberatore, Notary Public
(insert name and title of the officer)

personally appeared Chelsea Liberatore,
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 _____ **(Seal)**

ZACHARY GALVIN LIBERATORE
Notary Public - California
Sacramento County
Commission # 2479099
My Comm. Expires Jan 9, 2028

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

intact INSURANCE

Bond No. 800208194

# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Robert Wood, Shaunna Rozelle Ostrom**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of August, 2025.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

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The following directors were present:

David R. Staples, also known as David Staples
Tonya R. Staples

The following persons officiated at the meeting:
Chairman of the meeting: David R. Staples, aka David Staples
Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples would have the authority.

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Tonya R. Staples
Secretary - Treasurer

Staples Construction Company,
Inc. A California Corporation
1501 Eastman Ave.
Ventura, CA 93003

Corporate Seal

Docusign Envelope ID: 7C00AC86-B4C6-408A-AFA1-E3B482447A1A

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/27/2025

**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 | CONTACT NAME: Elicia Alarcon | |
|---|---|---|
| AssuredPartners of California Ins Services, LLC | PHONE (A/C, No, Ext): (805) 585-6118 | FAX (A/C, No): (805) 585-6118 |
| 196 S. Fir Street | E-MAIL ADDRESS: elicia.alarcon@assuredpartners.com | |
| P.O. Box 1388 | | |
| Ventura CA 93002-1388 | | |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Crum & Forster Specialty Ins Co | 44520 |
| INSURER B : | Travelers Property Casualty Company of America | 25674 |
| INSURER C : | Navigators Specialty Ins Co | 36056 |
| INSURER D : | Hudson Specialty Ins Co | 25054 |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**

Staples Construction Co., Inc.
1501 Eastman Ave.
Ventura CA 93003

**COVERAGES** **CERTIFICATE NUMBER:** 25/26 GL/AU/WC/XS/XS **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 | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | GLO-118978 | 02/01/2025 | 02/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | 810-B5099811 | 07/12/2025 | 07/12/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | ☐ UMBRELLA LIAB ☒ OCCUR<br>☒ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | LA25EXCZ07GDWIC | 02/01/2025 | 02/01/2026 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB-B5023054 | 08/01/2025 | 08/01/2026 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | EXCESS LIABILITY (2ND LAYER) | | | HXS 1001401 05 | 02/01/2025 | 02/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |

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

RE: Project - Joc 2025 - Facilities Large Capacities. GL: Certificate Holder, its officers, officials, employees, agents, and volunteers are Additional Insured as respects to referenced project per forms CG20101219 and CG20371219. This Insurance is Primary & Non-Contributory to any other Insurance per form CFSICGL1002092020. Endorsements apply only as required by current written contract on file.

**CERTIFICATE HOLDER**

County of Monterey Department of Public Works,
Facilities and Parks
1441 Schilling Pl S 2nd Floor
Salinas CA 93901

**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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POLICY NUMBER: GLO-118978

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury" | Locations and operations covered under this policy when required by written contract signed prior to the "bodily injury", "property damage" or "personal and advertising injury" |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. 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.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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POLICY NUMBER: GLO-118978

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| As required by written contract signed prior to the "bodily injury" or "property damage". | As required by written contract signed prior to the "bodily injury" or "property damage" and if covered under this policy. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

**(1)** The additional insured is a named insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and *Quincon, Inc.*, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed-upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- ☒ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-01**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-02**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-03**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-04**
- ☐ **PROJECT NO. JOC, BID NO. FACILITIES-L 2025-05**

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ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Facilities Agreement upon written execution of this Contract, Agreement will commence when the active JOC Facilities Agreement meets maximum amount payable or after the one year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRATOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is $6,210,093 for the **JOC FACILITIES-L** ☒ **2025-01 or** ☐ **2025-02 or** ☐ **2025-03 or** ☐ **2025-04 or** ☐ **2025-05.** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | **Normal Working Hours–General Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0600 |
| 2. | **Other than Normal Working Hours–General Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1300 |

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| | | |
|---|---|---|
| 3. | **Normal Working Hours – Detention Facilities**<br>7 a.m. to 5 p.m. Monday through Friday | 1.0700 |
| 4. | **Other than Normal Working Hours–Detention Facilities**<br>Hours outside of Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays | 1.1350 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. FACILITIES-L 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

Consent to Use of Electronic Signatures: The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

Counterparts: The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**CONTRACTOR: QUINCON, INC.**

**By:** Signed by: Jose Quintana CEDFE4FAD35D42F...

**Name:** Jose Quintana

**Title:** President
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/10/2025 | 3:36 PM PDT

**& By:** Signed by: Jose Quintana CEDFE4FAD35D42F...

**Name:** Jose Quintana

**Title:** Secretary
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/10/2025 | 3:36 PM PDT

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 633031E17FD247F...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 7:11 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** Signed by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:14 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**COMPANY ADDRESS**:

PO BOX 1029

GROVER BEACH, CA, 93483

**Contractor's License Type**: A, B, C27, C09, C33

**License Number:** 888545

**License Expiration Date:** 12/31/2026

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Docusign Envelope ID: DCBD6741-5117-400B-B068-273E1C9A51AD

Bond No. 54268832
Premium Amt: $33,038.00

# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Quincon, Inc.

as CONTRACTOR, for the following project (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05;** and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Quincon, Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Quincon, Inc.
Principal

By: _____

Title: _____

*(Corporate Seal)* United Fire & Casualty Company
Surety

By: _____

Title: Jodie Lee Doner, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of: California

County of _____

On 9/9/25 before me, Susana G Rodriguez Notary Public,

personally appeared Jodie Doner

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.

SUSANA GUADALUPE RODRIGUEZ
Notary Public - California
Ventura County
Commission # 2484243
My Comm. Expires Mar 15, 2028

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

_____
TITLES(S)

☐PARTNERS ☐LIMITED
☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**
NAME OF PERSON(S) OR ENTITY(IES)

_____
SIGNER(S) OTHER THAN NAMED ABOVE

Docusign Envelope ID: E6CF93F9-97E3-40F0-86C3-DEAADE5164DD

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

**Inquiries: Surety Department**
**118 Second Ave SE**
**Cedar Rapids, IA 52401**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN P. REED, JESSICA GARCIA, AARON FOSBURG, JODIE LEE DONER, EMMANUEL BRIZUELA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

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**PAYMENT BOND**
(Civil Code Section 9550)
Division 00610

Bond No. 54268832
Premium Amt Incld in Perf Bond

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Quincon, Inc.

as CONTRACTOR, a Contract for the following (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-03;**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-04**

☐ **PROJECT NO. JOC 2025, BID NO. FACILITIES-L 2025-05; and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Quincon, Inc.

as Principal, and United Fire & Casualty Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Three Million, One Hundred Five Thousand, and Forty-Seven Dollars ($3,105,047) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it

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does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

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If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Quincon, Inc.
Principal

By: _____

Title: _____

*(Corporate Seal)* United Fire & Casualty Company
Surety

By: _____

Title: Jodie Lee Doner, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

*"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."*

State of: California

County of _____

On 9/9/25 before me, Susana G Rodriguez Notary Public,

personally appeared Jodie Doner

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.

SUSANA GUADALUPE RODRIGUEZ
Notary Public - California
Ventura County
Commission # 2484243
My Comm. Expires Mar 15, 2028

WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

TITLES(S)

☐PARTNERS ☐LIMITED ☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

**SIGNER IS REPRESENTING:**
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
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**Inquiries: Surety Department**
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KEVIN P. REED, JESSICA GARCIA, AARON FOSBURG, JODIE LEE DONER, EMMANUEL BRIZUELA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 1st day of April, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 1st day of April, 2024

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 1st day of April, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
**Commission number** 713274
**My Commission Expires** 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of September, 2025.

By: Mary A Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2025

**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 | CONTACT NAME: Paige Martin CISR | |
|---|---|---|
| DEJ Insurance Services Inc<br>License #0F82089<br>653 W Fallbrook #103<br>Fresno CA 93711 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: PaigeM@insurancedej.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Navigators Insurance Company | 42307 |
| INSURED<br>Quincon Inc<br>PO Box 1029<br>Grover Beach CA 93483 | INSURER B : Security National Ins Co | 19879 |
| | INSURER C : Service American Indemnity Co | 39152 |
| | INSURER D : XL Specialty Insurance Company | 37885 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 GL BA IM UMB WC **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 | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | | SF25CGLZ0D5FNIC | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Per Project Aggregate | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 5,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | | SPP180853402 | 03/01/2025 | 03/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | LA25EXCZ0D5M6IC | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | SAMTWC0056804 | 03/01/2025 | 03/01/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Rented/Leased Equipment<br>Scheduled Equipment | | | UM00181545MA25A | 03/01/2025 | 03/01/2026 | $1,000 Deductible<br>$1,000 Deductible | $200,000<br>Per Schedule |

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

JOC Bid No. Facilities Large Capacity 2025-01. The County of Monterey, its officers, officials, employees, agents, and volunteers are included as additional insured and insurance is primary and non-contributory with waiver of subrogation as per forms CG2010 0413, CG2037 0413, CG2001 0413, CA990187 0715 and WC040306 0484 attached.

**CERTIFICATE HOLDER**

Monterey County Dept of Public Works Facilities and Parks
1441 Schilling Place S 2nd FL
Salinas CA 93901-4527

**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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**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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| Any person or organization to whom the Named Insured has agreed by a written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only as respects “Commercial Construction”, and only as respects occurrences subsequent to the making of such written contract.<br><br>As used in this endorsement, “Commercial Construction” means construction other than 1) new home construction and 2) condominium or townhouse related work other than remodel of a single unit. | Where specified by written contract, but only as respects “Commercial Construction". |
| . | . |
| . | . |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

**1.** The insurance afforded to such additional

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.


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insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**This Endorsement Changes The Policy. Please Read It Carefully**

# BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.**

Item **1. Who is an Insured** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

**d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

**(1)** coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

**(2)** coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and

**(3)** coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

**e.** An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**f.** Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

**B. Increase Of Loss Earnings Payment**

Subpart **(4)** of **a. Supplementary Payments** of Item **2. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

**(4)** We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 per day because of time off from work.

**C. Fellow Employee Injured By Covered Auto You Own Or Hire**

Item **5. Fellow Employee** of Paragraph **B. Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

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**D. Limited Automatic Towing Coverage**

Item **2. Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**2. Towing**

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

**a.** The limit for towing and labor for each disablement is $500;

**b.** No deductible applies to this coverage.

**E**. Item **3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

**Glass Repair Coverage**

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered “auto”, for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the “loss” arises from a covered Comprehensive “loss” to your “auto”.

**F. Increase Of Transportation Expense Coverage**

Subpart **a. Transportation Expenses** of Item **4. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a. Transportation Expenses**

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered "auto" is returned to use or we pay for its "loss".

**G. “Personal Effects” Coverage**

Item **4. Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE,** is amended to add:

**“Personal Effects” Coverage**

We will pay actual cash value for “loss” to “personal effects” of the “insured” while in a covered “auto” subject to a maximum limit of $2,500 per “loss”, for that covered “auto” caused by the same “accident”. No deductible will apply to this coverage.

**H. “Downtime Loss” Coverage**

Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

**“Downtime Loss” Coverage**

We will pay any resulting “downtime loss” expenses you sustain as a result of a covered physical damage “loss” to a covered “auto” up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage “loss”, subject to the following conditions:

**a.** We will provide “downtime loss” beginning on the 5th day after *we* have given you our agreement to pay for repairs to a covered “auto” and you have given the repair facility your authorization to make repairs;

**b.** Coverage for “downtime loss” expenses will end when any of the following occur:

(1) You have a spare or reserve “auto” available to you to continue your operations.

(2) You purchase a replacement “auto”.

(3) Repairs to your covered “auto” have been completed by the repair facility and they determine the covered “auto” is road-worthy.

(4) You reach the 30 day maximum coverage.

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**I.** Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of $100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

**a.** We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.

**b.** Our payment is limited to necessary and actual expenses incurred.

**c.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

**d.** If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

**J. "Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE,** is amended to add:

**"Personal Effects" Exclusion**

We will not pay for "loss" to "personal effects" of any of the following:

a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.

b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.

c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

**K. Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

**a.** Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

**L. Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

**a.** The amount paid under the Physical Damage Coverage Section of the policy; and

**b.** Any:

**(1)** Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

**(2)** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**(3)** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

**(4)** Security deposits not refunded by the lessor; and

**(5)** Carry-over balances from previous loans or leases

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**M. Aggregate Deductible**

Paragraph **D**. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

**N. Diminishing Deductible**

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

| Loss Free Policy Periods With the Expansion Endorsement | Deductible Reduction on the first "loss" |
|---|---|
| 1 | 0% |
| 2 | 25% |
| 3 | 50% |
| 4 | 75% |
| 5 | 100% |

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

**O. Knowledge of Loss and Notice To Us**

Subsection **a**. of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;

**(3)** An "executive officer" or director, if you are a corporation;

**(4)** A manager or member, if you are a limited liability company;

**(5)** Your insurance manager; or

**(6)** Your legal representative.

**P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract**

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**5. Transfer of Rights of Recovery Against Others To Us**

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

**Q. Insurance is Primary and Noncontributory**

Subpart **a**. of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

**R. Other Insurance – Hired Auto Physical Damage**

Subpart **b**. of Item **5.**.**Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

**b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

**(1)** Any covered "auto" you lease, hire, rent or borrow; and

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**(2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**S. Unintentional Failure To Disclose Hazards**

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

**9.** Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

**T. Additional Definition**

**SECTION V – DEFINITIONS** is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

**1.** Is out of service for repair or replacement as a result of a covered physical damage "loss" and

**2.** Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

**1**. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

**2.** Continuing normal operating expenses incurred, including payroll.

**In this endorsement, <u>Headings and Titles</u> are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.**

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

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.


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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| Any person or organization for whom you are performing operations during the policy period 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. | . |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf;

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

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.


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insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

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

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

The additional premium for this endorsement shall be 0.020 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

Blanket waiver of subrogation as required by written

**Job Description**

contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: 03/01/2025 Policy No. SAMTWC0056804 Endorsement No.

Policy Effective Date: 03/01/2025 to 03/01/2026 Premium $

Insured: Quincon Inc

DBA:

Carrier Name / Code: Service American Indemnity Company (Method)

Countersigned by

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# AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and CATO'S GENERAL ENGINEERING, INC. dba CATO'S PAVING, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high-quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The Scope of Work (SOW) for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The SOW for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be a fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

☒ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2025-01**

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. If CONTRACTOR has an active JOC Roads & Bridges Agreement upon written execution of this Contract, Agreement will commence when the active JOC Roads & Bridges

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Agreement meets maximum amount payable or after the one-year expiration date, whichever comes first.

COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

**ADJUSTMENT FACTORS**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least $25,000 during the Contract term. The Maximum Contract Value is **$6,210,093** for the **JOC ROADS & BRIDGES 2025-01 .** COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|---|---|---|
| 1. | Normal Working Hours – North County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1000 |
| 2. | Normal Working Hours – South County<br>Hours of Work between 7 a.m. and 5 p.m.,<br>Monday through Friday. | 1.1000 |
| 3. | Other than Normal Working Hours – North County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1000 |
| 4. | Other than Normal Working Hours – South County<br>Hours outside Normal Working Hours including all day<br>Saturday, Sunday, and COUNTY Holidays. | 1.1000 |

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ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for CONTRACTOR to achieve completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS 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:

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- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid No. ROADS & BRIDGES 2025-01**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Federal-Aid Contract Language (Caltrans LAPM) and Form FHWA 1273
- Federal Emergency Management Agency (FEMA) Public Assistance and Other Federal Provisions
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda No. 1

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 others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

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**COUNTY OF MONTEREY**

**By:** _____
Randell Ishii, MS, PE, TE PTOE
Director of Public Works, Facilities and Parks

**Date:** _____

**APPROVED AS TO FORM**
OFFICE OF THE COUNTY COUNSEL
Susan K. Blitch, County Counsel

**By:** Signed by: Mary Grace Perry 76A18B9BA72D498...
Mary Grace Perry, Deputy County Counsel

**Date:** 9/11/2025 | 10:36 AM PDT

**APPROVED AS TO FISCAL TERMS**
COUNTY AUDITOR-CONTROLLER
Rupa Shah, Auditor Controller

**By:** DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Ma Mon, Chief Deputy Auditor-Controller

**Date:** 9/11/2025 | 2:20 PM PDT

**APPROVED AS TO INSURANCE PROVISIONS**
OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT
Susan K. Blitch, County Counsel

**By:** _____
David Bolton, Risk Manager

**Date:** _____

**CONTRACTOR: CATO'S GENERAL ENGINEERING, INC.**

**By:** Signed by: Claudio Alejandro Ollarzabal Garcia 3D67057A8544415...

**Name: Claudio Alejandro Ollarzabal Garcia**

**Title: President**
*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President or Vice President.)*

**Date:** 9/9/2025 | 2:22 PM PDT

**By:** DocuSigned by: Alfonso C. Villanueva D7A3B628C7BC469...

**Name: Alfonso C. Villanueva**

**Title: Chief Financial Officer**
*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer or CFO)*

**Date:** 9/9/2025 | 2:24 PM PDT

**COMPANY ADDRESS**:

22302 HATHAWAY AVENUE

HAYWARD, CA 94541

**Contractor's License Type**: A

**License Number:** 1000087

**License Expiration Date:** January 31, 2027

**NOTE:** CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, PO BOX 26000, SACRAMENTO, CALIFORNIA 95826

**INSTRUCTIONS:** NOTE: If bidder is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §16301 and §15904.02). If bidder is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

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Bond #: GRCA71416

# PAYMENT BOND

(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Cato's General Engineering, Inc. dba Cato Paving

as CONTRACTOR, a Contract for the following (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03,**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04,**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05, and**

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Cato's General Engineering, Inc. dba Cato Paving
as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Cato's General Engineering, Inc. dba Cato Paving
Principal

By: _____

Title: Alfonso C Villanueva CFO

*(Corporate Seal)* Granite Re, Inc. dba Granite Surety Insurance Company
Surety

By: _____

Title: Kenneth D. Whittington, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

## ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of Alameda

On this 9th day of Sept., 2025 before me SIA NOROUZI / notary Public
*Here insert Name and Title of Officer*
personally appeared Alfonso C. Villanueva
*Name of Signer*
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the 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.

SIA NOROUZI
Notary Public - California
Alameda County
Commission # 2495586
My Comm. Expires Jul 27, 2028

Signature Sia
Signature of Notary Public

---

## ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 4 day of September, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

LAUREN N. SMITH
NOTARY PUBLIC
STATE OF OKLAHOMA
#24014065
EXP. 11/12/28
IN AND FOR

Lauren N. Smith
Notary Public

Docusign Envelope ID: 1F049203-13B0-44D7-BF41-7EF6AD1EFF9A

# GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 9th, 2025.

Kyle P. McDonald, Assistant Secretary

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Docusign Envelope ID: D94D4558-0F27-4F1C-9BAD-4334B6FE6315



# PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Cato's General Engineering, Inc. dba Cato Paving

as "CONTRACTOR", for the following project (**Check One Box**):

☒ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-01;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-02;**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-03**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-04**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-05**
OR

☐ **PROJECT NO. JOC 2025, BID NO. ROADS & BRIDGES 2025-06**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Cato's General Engineering, Inc. dba Cato Paving
as Principal, and Granite Re, Inc. dba Granite Surety Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Six Million, Two Hundred Ten Thousand and Ninety-Three Dollars (**$6,210,093**), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:
If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and

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it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 9th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*(Corporate Seal)* Cato's General Engineering, Inc. dba Cato Paving
Principal

By: Alfonso C. Villanueva

Title: Alfonso C Villanueva, CFO

*(Corporate Seal)* Granite Re, Inc. dba Granite Surety Insurance Company
Surety

By: Kenneth D. Whittington

Title: Kenneth D. Whittington, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

Docusign Envelope ID: 1F049203-13B0-44D7-BF41-7EF6AD1EFF9A

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

## ACKNOWLEDGMENT OF PRINCIPAL

State of California
County of Alameda

On this 9th day of Sept., 2025, before me Sia Norouzi / notary Public personally appeared
*Here insert Name and Title of Officer*

Alfonso C. Villanueva, who proved to me on the basis of satisfactory evidence to be the person
*Name of Signer*

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

SIA NOROUZI
Notary Public - California
Alameda County
Commission # 2495586
My Comm. Expires Jul 27, 2028

WITNESS my hand and official seal.

Signature Sia Norouzi
Signature of Notary Public

---

## ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 4 day of September, 2025 before me personally come(s) Kenneth D. Whittington, Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney-in-Fact of Granite Re, Inc. DBA Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

LAUREN N. SMITH
NOTARY PUBLIC
STATE OF OKLAHOMA
IN AND FOR
#24014065
EXP. 11/12/28

Lauren N. Smith
Notary Public

Docusign Envelope ID: 1F049203-13B0-44D7-BF41-7EF6AD1EFF9A

# GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this September 9th, 2025.

Kyle P. McDonald, Assistant Secretary

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/11/2025

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<br>FEDERATED MUTUAL INSURANCE COMPANY<br>HOME OFFICE: P.O. BOX 328<br>OWATONNA, MN 55060 | CONTACT NAME: CLIENT CONTACT CENTER<br>PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664<br>E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM |
| | INSURERS AFFORDING COVERAGE — NAIC # |
| | INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 |
| INSURED<br>CATO'S GENERAL ENGINEERING, INC., CATOS PAVING<br>22302 HATHAWAY AVE<br>HAYWARD, CA 94541-4861 | INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER: 801** **REVISION NUMBER: 6**

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 1887903 | 02/18/2025 | 02/18/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS & COMP/OP ACC | $1,000,000<br>$100,000<br>EXCLUDED<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | Y | 1887903 | 02/18/2025 | 02/18/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per Person)<br>BODILY INJURY (Per Accident)<br>PROPERTY DAMAGE (Per Accident) | $1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION | Y | Y | 1887904 | 02/18/2025 | 02/18/2026 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTHER<br>E.L EACH ACCIDENT<br>E.L DISEASE -EA EMPLOYEE<br>E.L DISEASE - POLICY LIMIT | |

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

**SEE ATTACHED PAGE**

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| COUNTY OF MONTEREY PUBLIC WORKS, FACILITIES AND PARKS 801 6<br>1441 SCHILLING PL FL 2<br>SALINAS, CA 93901-4543 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Nicholas R. Tower |

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| FEDERATED MUTUAL INSURANCE COMPANY | | CATO'S GENERAL ENGINEERING, INC., CATOS PAVING<br>22302 HATHAWAY AVE<br>HAYWARD, CA 94541-4861 |
| POLICY NUMBER<br>SEE CERTIFICATE # 801.6 | | |
| CARRIER<br>SEE CERTIFICATE # 801.6 | NAIC CODE | EFFECTIVE DATE: SEE CERTIFICATE # 801.6 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: JOC ROADS & BRIDGES 2025-01
COMMERCIAL UMBRELLA POLICY PROVIDES EXCESS LIABILITY COVERAGE FOR THE FOLLOWING SCHEDULE OF UNDERLYING INSURANCE POLICIES: COMMERCIAL GENERAL LIABILITY POLICY, BUSINESS AUTO LIABILITY POLICY INSURED BY FEDERATED MUTUAL INSURANCE COMPANY PER THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES THE COUNTY OF MONTEREY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS.
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, WAIVER OF SUBROGATION ALSO INCLUDES THE COUNTY OF MONTEREY, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.



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ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/11/2025

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 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 | CONTACT NAME: Tammie Stamp |
|---|---|
| Leavitt Pacific Insurance Brokers, Inc.<br>License #0D79674<br>1570 The Alameda, Suite 101<br>San Jose CA 95126 | PHONE (A/C, No, Ext): (408)288-6262 FAX (A/C, No): (408)298-7635<br>E-MAIL ADDRESS: tammie-stamp@leavitt.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Everest Premier Insurance Company | 16045 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Cato's General Engineering,Inc. dba: Cato's Paving
22302 Hathaway Ave
Hayward CA 94541

**COVERAGES** **CERTIFICATE NUMBER:** 25-26 Master **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 | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 7600018667251 | 2/19/2025 | 2/19/2026 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JOC Roads & Bridges 2025-01
WC Waiver of Subrogation applies.

**CERTIFICATE HOLDER**

COUNTY OF MONTEREY PUBLIC
WORKS, FACILITIES, AND PARKS
1441 SCHILLING PLACE
SOUTH 2ND FLOOR
SALINAS, CA 93901

**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
Fred Stafford/MIEDWA

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

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

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

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

**SCHEDULE**

| PERSON OR ORGANIZATION | JOB DESCRIPTION |
|---|---|
| ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHT FROM US PRIOR TO INJURY. | BLANKET WAIVER OF SUBROGATION |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **02/19/2025** Policy No. **7600018667251** Endorsement No. **001**

Insured: **Cato's General Engineering, Inc.**

Premium $ INCL.

Insurance Company: **Everest Premier Insurance Company**

Countersigned By: _____

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**From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.**

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

# ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

A. WHO IS AN INSURED for ″bodily injury″ and ″property damage″ liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage ″auto″ liability insurance arising out of operation of a covered ″auto″ with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered ″auto″. This exception does not apply if the covered ″auto″ is a ″trailer″ connected to a covered ″auto″ you own.
(2) Your ″employee″ if the covered ″auto″ is owned by that ″employee″ or a member of his or her household.
(3) Someone using a covered ″auto″ while he or she is working in a business of selling, servicing, repairing, parking or storing ″autos″ unless that business is yours.
(4) Anyone other than your ″employees″, partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their ″employees″, while moving property to or from a covered ″auto″.
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered ″auto″ owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To ″loss″ which occurs prior to the date of your contract with such person or organization;
2. To ″loss″ arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To ″loss″ for any leased or rented ″auto″ when the lessor or his or her agent takes possession of the leased or rented ″auto″ or the policy period ends, whichever occurs first.

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# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

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.

**A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
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 such "insured".

**B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
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 such "insured".


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# BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| County of Monterey Public Works, Facilities and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 | Any coverage provided by this endorsement is limited to the road resurfacing, curbs and striping at JOC Roads & Bridges 2025-01 for the Certificate Holder. Subject to the terms and conditions of the policy, Additional Insureds also includes The County of Monterey, its officers, officials, agents, employees, and volunteers. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**
Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861


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# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| County of Monterey Public Works, Facilities and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 | See IL-F-40-00018 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**Insured:**
Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861

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

# PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to 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; and

**(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.

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**IL-F-40-00018 Extension Endorsement**

Any coverage provided by this endorsement is limited to the road resurfacing, curbs and striping at JOC Roads & Bridges 2025-01 for the Certificate Holder. Subject to the terms and conditions of the policy, Additional Insureds also includes The County of Monterey, its officers, officials, agents, employees, and volunteers.

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

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 against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Designated Construction Project(s):** |
|---|
| Each construction project as required by written contract or written agreement. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

**2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

**a.** Insureds;

**b.** Claims made or "suits" brought; or

**c.** Persons or organizations making claims or bringing "suits".

**3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

**4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.


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**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

**1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

**2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.


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**Federated Mutual Insurance Company**

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# LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

**SCHEDULE**

| **Name and Address of Person(s) Or Organization(s):** |
|---|
| County of Monterey Public Works, Facilities<br>and Parks<br>1441 Schilling PL FL 2 # South<br>Salina, CA 93901-4543 |
| **Number of days advance notice for any reason other than non-payment of premium:** 30 |
| **Number of days advanced notice for non-payment of premium:** See Common Policy Conditions |

**Insured:** Cato's General Engineering, Inc.
22302 Hathaway Ave
Hayward, CA 94541-4861

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# CHERISH
(72-Hour Receiving Center Access)

# AGREEMENT

between

COUNTY OF MONTEREY, through its
DEPARTMENT OF SOCIAL SERVICES

and

COUNTY OF SANTA CRUZ, through its
HUMAN SERVICES DEPARTMENT

October 1, 2025 – September 30, 2028

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# AGREEMENT FOR AVAILABILITY OF EMERGENCY PLACEMENT OF MINORS

## I. DECLARATION

This agreement is entered into by and between the COUNTY OF MONTEREY, through its DEPARTMENT OF SOCIAL SERVICES hereinafter referred to as DSS, and the COUNTY OF SANTA CRUZ, through its HUMAN SERVICES DEPARTMENT, hereinafter referred to as SCHSD, for the purpose of coordinating access to the CHERISH Center to place youth who have been removed from their family or youth in placement transition for up to 72 hours. The purpose of this Agreement is to identify the roles and responsibilities of each of the parties.

## II. BACKGROUND

DSS, as part of its services to children subjected to abuse and/or neglect, and to assist those children to recover from the trauma experienced by removal from their home, provides placement through a 72-hour Receiving Center ("Center"). SCHSD has a need and desire to utilize available beds and space in that Receiving Center as an adjunct to programs that they may run themselves. DSS is willing to make available beds and space accessible to SCHSD for this purpose.

CHERISH is designed to support children through the trauma of removal from their birth families and to ease the transition between placements for children disrupting from Child Welfare Placements. CHERISH provides a supportive, child-friendly place where children can be looked after safely while more thoughtful placements are researched.

## III. SCOPE OF SERVICES

SCHSD agrees to:

- Follow established written guidelines and schedules for on-call staff and adhere to DSS staff facility access steps. For purposes of this Agreement and placement of SCHSD minors the Center may accept a child from SCHSD in accordance with the following agreements:
    - Only Child Welfare Staff may admit youth to Cherish and they will:
        - Register the youth by phone, advising the staff of the ages, sex and any special circumstances including medications.
        - Complete the CHERISH Intake Form (Exhibit A)
        - Ensure Youth are advised of their personal rights per W&IC 308, subdivision (b)[1]
        - Sign in as requested by CHERISH Staff
        - Advise Cherish Staff of the status of the child and placement consideration.
        - After Hours, if needed, Child Welfare Staff should remain with the child until Child Care Staffing levels are appropriate.
        - Pick up youth within 72 hours and sign appropriate discharge documents.
        - Ensure the confidentiality of the Center and not provide the address or location to any case participant.

[1] CA Legislature.gov W&IC 308b: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=308.&lawCode=WIC

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- Upon Placement of a child in the Center, SCHSD shall provide a contact person and phone number for the appropriate SCHSD staff responsible for that child.

NOTE: The following are considered inappropriate for placement at CHERISH:
1. Homeless youth and runaway youth who are not dependents.
2. Youth arrested for a crime or status offense.

- Follow established written guidelines on High-Risk Youth (Exhibit B) for purposes of this Agreement and placement of SCHSD minors. Reference, duties, and obligations set forth in that document regarding DSS social workers shall be interpreted to apply to the responsible SCHSD social worker.

- Ensure youth do not stay more than 72 consecutive hours related to any one incident.

- Provide all necessary information to allow Center staff to provide the necessary support.

- Ensure that a point of contact person is designated and available 24/7 to enhance communication and to ensure timely follow-up.

- SCHSD is not required to utilize any minimum number of spaces per month or year and understands that *beds/spaces are provided by DSS as available only with no guarantee that Cherish will have openings when needed by SCHSD*.

DSS agrees to:

- Receive children 24 hours a day, seven days a week from authorized SCHSD staff (ages newborn to seventeen). Assess immediate needs, settle and orient children to the Center. Provision of placement space in the Center is as available only. DSS reserves the right to change the exact location of the Center upon giving SCHSD notice of that change in location or operation.

- Ensure that the Center maintains core operational hours of 12:00 AM – 11:59 PM, (24 hours per day) and seven days per week.

- Ensure that the Center has the capacity to care for a maximum of six (6) children at one time, from newborn to seventeen (17) years of age. Staffing level and facility accommodations will meet the diverse needs of this population, including being able to care for ill and distraught children. Staffing shall be maintained at a ratio of at least one staff person for every three (3) children.

- Conduct a general health history and health inventory (with children of appropriate ages and emotional stability). If Center staff identifies any health situations needing attention, Center staff will contact the SCHSD staff, who will be responsible for taking the child to an appropriate medical facility, unless it is an emergency in which case Center staff will contact 911.

- Assess and document the child's known problem behaviors, medical needs, likes and dislikes (food/special toy).

- Provide help, supervision, and support of the children, including, but not limited to providing:

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  - Snacks, meals and clean clothing, including sleepwear, if needed.
  - Shower, bathing facilities, basic hygiene and de-lousing services (as appropriate); Supply toothbrushes, shampoo, hygiene goods, etc.
  - Assistance with medications (limited to tracking of medication administration).
  - Age-appropriate activities.
  - Observation of children and their interactions with others.
  - Basic mental health screening and case management to assess the immediate needs of children.

- Document and report to SCHSD all significant assessments made by Center staff, as well as services provided. Information will be provided only to appropriate SCHSD staff.

- Document and maintain a record of services provided.

- Provide bilingual services, as needed and available.

- Provide a safe, clean and child-friendly Center facility that meets the following minimum requirements:
  - Kitchen, laundry, bathroom and bathing facilities
  - Office space, meeting and interview rooms
  - Play areas
  - Segregated sleeping areas to accommodate age/gender appropriate separation

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

The COUNTY OF MONTEREY shall indemnify, defend, and hold harmless the COUNTY OF SANTA CRUZ, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY OF MONTEREY's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY OF SANTA CRUZ. The "COUNTY OF MONTEREY's" performance" includes the COUNTY OF MONTEREY's action or inaction and the action or inaction of COUNTY OF MONTEREY's officers, employees, agents and subcontractors.

The COUNTY OF SANTA CRUZ shall indemnify, defend, and hold harmless the COUNTY OF MONTEREY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the COUNTY OF CRUZ's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY OF MONTEREY. The "COUNTY OF SANTA CRUZ's performance" includes the COUNTY SANTA CRUZ's action or inaction and the action or inaction of COUNTY OF SANTA CRUZ's officers, employees, agents and subcontractors.

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B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting either Party's duty to indemnify, each Party shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability, including but not limited to premises, personal injuries (including sexual abuse and molestation liability), products, and completed operations, with a combined single limit of not less than $2,000,000.00 (two million dollars) per occurrence; and

Comprehensive Automobile Liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than $1,000,000.00 (one million dollars) per occurrence; and

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to both parties and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date the parties complete their performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Each party, its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of state and Federal law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by either party from access to any such records, and from contact with its clients and complainants, shall be used by either party only in connection with its conduct of the program under this Agreement. Either party shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of either party shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: Each party shall prepare and maintain all reports and records that may be required by federal, state or county laws, rules, policies, and regulations, and shall furnish such reports and records to the other party, and to the state and federal governments as required, or upon request of the other party.

Retention of Records: Each party shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third-party performing work related to this Agreement) for a minimum period of five (5) years from the date of final payment under this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. TERM

This Agreement shall commence effective October 1, 2025, and remain in full force and effect through September 30, 2028, or until terminated as provided herein. Either party may terminate this Agreement by

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giving thirty (30) days' written notice to the other party. If the CHERISH Receiving Center is no longer licensed with the Community Care Licensing Division of CDSS for any reason, DSS shall notify SCHSD of commensurate termination of this Agreement, which shall be immediate.

E. FISCAL

The maximum obligation of SCHSD under this Agreement shall be $80 per hour of placement in the Center, up to a maximum of 72 hours per child, per incident, with a 72-hour maximum not to exceed $5,760.00 per child, for a total not-to-exceed $168,510 for the term of the Agreement. On July 1 of every year of this Agreement, this hourly rate may be subject to an annual cost of living increase/adjustment. DSS shall give SCHSD at least thirty (30) days' notice of the applicable adjustment.

DSS will submit to SCHSD quarterly billing for any occupancy, and payments shall be made by SCHSD within thirty (30) days of tender of that billing.

Billing Claims will be sent to:
County of Santa Cruz Human Services Department
Centralized Contracting Unit
1040 Emeline Ave.
Santa Cruz, CA 95060
hsdccu@santacruzcountyca.gov

Payments will be sent to:
County of Monterey Department of Social Services
Administrative Services Branch
1000 S. Main Street, Suite 306
Salinas CA, 93901

All payments must be received no later than thirty (30) days after the end of each quarter, or after termination of this Agreement.

SCHSD shall submit a copy of each payment simultaneously to the DSS contact listed in V. NOTICE, below.

V. NOTICE

Notice to the parties in connection with this Agreement shall be given personally, or by regular mail, addressed as follows:

Notice to SCHSD:
Gloria Carroll, Division Director
Family & Children's Services
County of Santa Cruz Human Services Department
1000 Emeline Ave.
Santa Cruz, CA 95060
Gloria.Carroll@santacruzcountyca.gov

Notice to DSS:
Eva Jeronimo, Assistant Director
Department of Social Services
1000 South Main Street
Salinas, CA 93901
Jeronimoe@countyofmonterey.gov

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Each party reserves the right to make a reasonable change to the designated contact person and address of its own contact person. Such change shall be required to be in writing and provide at least 30 days' notice to the other party in advance of the change. Such change shall not require an amendment to this Agreement.

*(signature page follows)*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

By: Date:

Roderick Franks, Director
County of Monterey
Department of Social Services
franksrw@countyofmonterey.gov

By: Signed by: Kimberly Petersen 70A044752DD148... Date: 9/9/2025

Randy Morris, Director
County of Santa Cruz
Human Services Department
Randy.Morris@santacruzcounty.us

APPROVED AS TO FORM:

DocuSigned by: Anne Brereton A46091E5DE63489...

County of Monterey Deputy County Counsel

Date: 9/9/2025 | 6:26 PM PDT

APPROVED AS TO FORM:

Signed by: Ruby Marquez 1082D30064A9460...

County of Santa Cruz Assistant County Counsel

Date: 9/3/2025

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by: Patricia Ruiz E79EF64E57454F6...

County of Monterey Auditor-Controller's Office

Date: 9/10/2025 | 1:49 PM PDT

APPROVED AS TO INSURANCE:

Signed by: Gina Occhipinti Borasi E4EADC5BA53B4DB...

County of Santa Cruz Risk Manager

Date: 9/3/2025

DS BL

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EXHIBIT A – DSS-SCHSD MOU Cherish Receiving Center

**CHERISH RECEIVING CENTER INTAKE INFORMATION**
(County Social Worker to Complete)

Date: Time (AM/PM):

**SOCIAL WORKER INFORMATION**

Signature:

Name (Print):

Phone (mobile):

Office Phone:

SW Supervisor Name:

SW Supervisor Phone:

After Hours Contact:

After Hours Phone:

**CHILD INFORMATION**

Last Name: First Name:

Preferred Name:

Age: DOB:

Sex Assigned at Birth: Male/Female

Child's Spoken Language:

Removed from: Bio-Home Relative Hospital Group Home Foster Family
Runaway Status Other

Reason for Removal:
Abuse: Physical, Sexual or Emotional Abuse
Abuse of Sibling
Neglect
Caretake Absence or Incapacity
Change of Placement

Please explain relevant circumstances:

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| | | |
|---|---|---|
| Known Issues: (Please Circle) | Fire Setting: Yes/No<br>Self-Harm: Yes/No<br>Violence against others: Yes/No<br>Pregnancy: Yes/No<br>Other: _____<br>_____ | Runaway Risk: Yes/No<br>Gang Involvement History: Yes/No<br>Delinquent Behavior: Yes/No<br>Sexually Inappropriate Behavior: Yes/No |

**ASSESSMENT NEEDS**

| | |
|---|---|
| Is the child taking any medications? | Yes/No/Unknown |
| If yes, kind, frequency, dosage: | |
| Any known allergies? | Yes/No/Unknown |
| If yes, to what? | |
| Dietary Restrictions? | Yes/No/Unknown |
| If yes, what? | |
| Special Medical Needs? | Yes/No/Unknown |
| If yes, what? | |
| May Nurse contact previous caregiver? | Yes/No/Unknown |
| Please provide contact information: | |
| Child is authorized to call: | Name:<br>Phone Number: |

**EXIT INFORMATION**

| | | |
|---|---|---|
| Date of Discharge: | Time of Discharge (AM/PM): | CFT: Yes/No |
| Discharged to: | Parent Relative Foster Family Group Home Hospital Runaway Status Other | |
| Discharge to: | Name:<br>Address: | |

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EXHIBIT B – DSS-SCHSD MOU Receiving Center

## POLICY FOR ADMITTING HIGH RISK YOUTH

High Risks and Unusual Circumstances may include:

1. Clients under the influence of drugs or alcohol.
2. Clients who have family and/or friends that know the Cherish location.
3. Clients who exhibit high risk behavior, such as threats, violence, suicidal ideation, gang affiliation, etc.
4. Previous clients with known high-risk behaviors.

If it is determined before client's arrival that the client presents a high risk, then

1. Cherish staff will inform Cherish Supervisor.
2. Cherish Supervisor will inform Cherish Director.
3. Cherish Supervisor will inform Cherish on-call staff to be prepared to come in if needed in case of an emergency.
4. Cherish Director and DSS Program Manager will consult to draft a safety plan and inform their respective staff.
5. Nurse and Behavioral Health staff will be contacted.
6. DSS Staff who brings in the high-risk youth may stay on-site to assist.
7. Safety plan is put into place.

*** For clients under the influence: DSS staff will take client to the hospital first for evaluation. Once cleared, client may be brought to site. ***

If multiple youth are in the center, then

1. Cherish staff will inform Cherish Supervisor.
2. Cherish Supervisor will call in Cherish on-call staff to work.
3. Cherish Supervisor will inform Cherish Director.
4. DSS Staff may choose to stay on-site to assist if approved by the on-call County Standby Supervisor. County Standby Supervisor also has option of contacting DSES standby worker to assist.

If a youth begins to exhibit high risk behavior:

1. Cherish staff contacts Cherish Supervisor.
2. Cherish Supervisor will:
    a. Go to site to assist
    b. Call Cherish on-call staff in to assist
    c. Call DSS standby in to assist
    d. Call Behavioral Health Staff
    e. Call Cherish Director

In extreme cases, if youth's behavior is beyond control, staff will call 911.

# County of Monterey, on behalf of Monterey County Health Department
# Renewal Order Form

## CONTACT INFORMATION

| | | | |
|---|---|---|---|
| **Sold To Company:** | County of Monterey, on behalf of Monterey County Health Department | **Sales Representative:** | Jacquelyn Gourley |
| **Bill To Address:** | 1270 Natividad Road<br>Salinas, California 93906 | **Sold To Address:** | 1270 Natividad Road<br>Salinas, California 93906 |
| **Bill To Contact:** | Juanita Sanders | **Primary Contact:** | Cindy Girard-Berry |
| **Bill To Email:** | hdadminfinance@countyofmonterey.gov | **Primary Contact Email:** | berryc@countyofmonterey.gov |
| **Bill To Phone:** | 831-796-1250 | **Primary Contact Phone:** | (831) 755-5115 |

## SUBSCRIPTION DETAILS

**Subscription Period**: 36 Months
**Subscription Start Date**: September 18, 2025
**Subscription End Date**: September 17, 2028
**Effective Date**: Last Date of Signature

**Total Subscription Fees:** USD 52,186.05

**Currency:** USD

| Recurring Subscriptions | | | | Total: USD 52,186.05 |
|---|---|---|---|---|
| **Name** | **Description** | **Employee Footprint** | **Quantity** | **Subtotal** |
| **iCIMS Talent Cloud (Legacy)** | | - | - | **USD 52,186.05** |
| **Other Products** | | | | |
| SkillSurvey Reference | Automated reference checking with job-specific surveys and predictive analytics. Subscriber's use of this product is governed by the SkillSurvey Addendum available at www.icims.com/gc as of the date hereof, which is incorporated into the Subscription Agreement. | 1023 | 1 | - |

*For more information on iCIMS solutions, visit https://community.icims.com/s/article/Introduction-to-iCIMS-Solutions*

| Included Benefits | Total: Included |
|---|---|
| **iCIMS Support Services** | Digital chat and case support for designated System Administrators through the iCIMS Community, as further detailed in our Support & Maintenance Policy available at www.icims.com/gc. |
| **iCIMS Training Resources** | Access to iCIMS Academy and Knowledge-Base Resources though the iCIMS Community. |
| **Subscription Updates** | Ongoing Updates to the Subscription defined in iCIMS' Support & Maintenance Policy available at www.icims.com/gc. No additional fees apply to new iCIMS platform versions. |

**Total Contract Value:** USD 52,186.05

| SUMMARY OF SUBSCRIPTION FEES | | | | |
|---|---|---|---|---|
| **Start Date** | **End Date** | **Amount** | **Billing Frequency** | **Payment Terms** |
| September 18, 2025 | September 17, 2026 | USD 17,395.35 | Annual | Net 90 |
| September 18, 2026 | September 17, 2027 | USD 17,395.35 | Annual | Net 90 |
| September 18, 2027 | September 17, 2028 | USD 17,395.35 | Annual | Net 90 |

All recurring Subscription fees shall begin on the Subscription Start Date, are invoiced in advance per the Billing Frequency as set forth above and are payable in accordance with the Net Payment Terms above.

## ADDITIONAL CONTRACT TERMS

Prices are good through September 17, 2025.

Subscriber's use of any artificial intelligence in the Subscription is governed by the Artificial Intelligence Addendum available at www.icims.com/gc, which is incorporated into the Subscription Agreement.

This order form does not contain any iCIMS-delivered professional services. Any implementation services or professional services that may be required will only be performed in the case of a separate Statement of Work between the Subscriber and iCIMS or the Subscriber and an approved third-party implementation partner.

## SIGNATURES

The parties by their authorized representatives execute this Order Form and make it a part of the Subscription Agreement between the parties, the terms of which are attached hereto as of the date hereof. By remitting this signed Order Form back to iCIMS, Subscriber acknowledges that it has read and understood the Subscription Agreement and agrees to be bound by the terms and conditions set forth therein. Further, each party warrants that its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute the Order Form and the Subscription Agreement on behalf of such party effective as of the effective date above.

**iCIMS, Inc.**

**Signature:** Signed by: Daniel Atkins 5E83D9B3E702457...

**Name:** Daniel Atkins

**Title:** VP Revenue Operations

**Date:** 9/15/2025 | 10:01:07 AM EDT

***GCO Initial:*** Initial GCO ***Date:*** 9/15/2025 | 9:07:15 AM EDT

**Subscriber: County of Monterey, on behalf of Monterey County Health Department**

**Signature:** DocuSigned by: C7A30BA59CA8423...

**Name:** Elsa Jimenez

**Title:** Director of Health Services

**Date:** 9/12/2025 | 12:55 PM PDT

Approved as to Form:
DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Stacy Saetta
Chief Deputy County Counsel
9/12/2025 | 3:56 PM PDT

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**SUBSCRIPTION AGREEMENT**

**PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY. BY SIGNING AN ORDER FORM REFERENCING THIS SUBSCRIPTION AGREEMENT, CLICKING ON THE "I AGREE" BUTTON, OR USING THE SUBSCRIPTION OR SERVICES DESCRIBED IN THE SUBSCRIPTION AGREEMENT, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS SUBSCRIPTION AGREEMENT.**

iCIMS, Inc. ("**iCIMS**") and the subscriber identified in the applicable Order Form ("**Subscriber**") enter into and agree to be bound by this Subscription Agreement (the "**Agreement**").

**1. DEFINITIONS**

1.1 The capitalized terms below shall have the following meanings for purposes of this Agreement:

1.2 "**Affiliate**" of a Party means an entity that directly or indirectly controls, is controlled by, or is under common control with that Party, in each case through majority voting power.

1.3 "**Artificial Intelligence Addendum**" means the Artificial Intelligence Addendum that may be accessed through https://www.icims.com/gc.

1.4 "**Candidate**" means any person who directly or indirectly (including by someone on their behalf) enters into the Subscription, a job application or other information related to a job opportunity or for inclusion in a talent pool with Subscriber or its Affiliate.

1.5 "**Data Processing Addendum"** means the Data Processing Addendum that may be accessed through https://www.icims.com/gc.

1.6 "**Documentation**" means the information denoted as such that may be accessed at https://care.icims.com/s/, and which includes release notes and articles that describe the functionality and features of the Subscription provided by iCIMS.

1.7 "**iCIMS Content**" means the forms, content samples, reports, and other similar support and informational materials provided by iCIMS for use in connection with the Subscription, as may be modified from time to time by iCIMS, excluding any Documentation.

1.8 "**Order Form**" means an order form signed by Subscriber and iCIMS and expressly designated as an "Order Form," including the first Order Form and any renewal or other Order Form.

1.9 "**Party**" means iCIMS or Subscriber, and collectively, the "Parties".

1.10 "**Subscription**" means the iCIMS-hosted software components set forth in an Order Form.

1.11 "**Subscriber Data**" as used in this Agreement means the electronic data and files entered, imported, uploaded or transferred into the Subscription by Subscriber, its Affiliate, a User, or a Candidate, excluding any iCIMS Content.

1.12 **"Subscriber Data Security Addendum**" means the Subscriber Data Security Addendum that may be accessed through https://www.icims.com/gc.

1.13 "**Support & Maintenance Policy**" means the Support & Maintenance Policy that may be accessed at https://www.icims.com/gc.

1.14 "**User**" means Subscriber's or its Affiliate's employee, contractor or agent authorized by Subscriber or its Affiliate to use the Subscription.

**2. SUBSCRIPTION AND OTHER PRODUCTS AND SERVICES**

2.1 **Subscription and iCIMS Content.** Subject to the terms and conditions set forth in this Agreement, Subscriber may use the Subscription solely for Subscriber's and its Affiliate's own pre-employment and employment purposes, and use the Documentation and iCIMS Content solely to support use of the Subscription under this Agreement. Subscriber may allow its Affiliates and Users to use the Subscription, Documentation and iCIMS Content subject to the same terms and conditions of this Agreement as are applicable to use by Subscriber. Subscriber shall remain fully responsible and liable for the acts and omissions of its Affiliates and Users.

2.2 **iCIMS Services.** iCIMS shall host, support and maintain the Subscription in accordance with the Support & Maintenance Policy. Updates as defined in the Support & Maintenance Policy are deemed part of the Subscription. iCIMS also shall deliver the implementation, training, consulting and other services set forth in an applicable Order Form.

2.3 **Third-Party Products and Services.** Subscriber may use, or iCIMS may enable or allow access to products, services and web sites provided by other persons or entities, including the products and services available through the iCIMS' Marketplace and other third-party web sites, products and services (each, a "**Third-Party Product**"). Subscriber is solely responsible for entering into and complying with any contractual agreement or other terms and conditions that are required by the provider of any Third-Party Product. iCIMS does not make any representation regarding any Third-Party Product. iCIMS shall have no obligation or liability relating to any Third-Party Product. Except as expressly set forth in an addendum to this Agreement, iCIMS' sole responsibility for any integration or other link or connection to a Third-Party Product identified in an Order Form is to make the Subscription available to receive and send data between the Subscription and the Third-Party Product in accordance with the Documentation, subject to the usage and other limitations set forth in an Order Form, the Documentation, or an addendum to this Agreement.

**3. SUBSCRIBER RESPONSIBILITIES**

3.1 **Equipment and Resources.** Subscriber is solely responsible for any travel, accommodations, computer equipment, telecommunications, and expenses required for Subscriber or its Users to access or use the Subscription.

3.2 **Subscriber Use.**

(a) **Configuration and Use.** Subscriber is solely responsible for any configuration of the Subscription, and any electronic forms, materials, communications, content and processes selected by or provided by Subscriber or its Affiliate or User for use in or in connection with the Subscription. Subscriber may not allow any person or entity to use or access the Subscription, Documentation, or iCIMS Content except its Affiliates, Users, and Candidates. Use of the Subscription, Documentation, and iCIMS Content under this Agreement is limited to authorized Users only, and other limitations set forth in the applicable Order Form or Documentation. Subscriber acknowledges and agrees that any output, recommendation, suggestion, explanation, or analysis provided by the Subscription is for informational purposes only. Subscriber is solely responsible for any use of the Subscription by Subscriber or its Affiliate or User, including any recruiting, hiring or employment-related process, action or decision, and shall ensure that use of the Subscription, and any processes, actions or decisions do not violate any law or regulation. Subject to iCIMS' compliance with Section 4 of this Agreement, Subscriber is solely responsible for and shall ensure that the import, uploading, use, and/or disclosure of any Subscriber Data in accordance with this Agreement complies with applicable laws and regulations, including any required permissions, licenses, notices or consents.

(b) **Acceptable Use Policy.** Subscriber and its Affiliates and Users shall comply with iCIMS' Acceptable Use Policy that may be accessed at https://www.icims.com/gc, and shall not authorize its Candidates to violate the Acceptable Use Policy.

3.3 **Certification.** Upon reasonable belief that Subscriber has violated this Agreement, with prior written notice from iCIMS, Subscriber shall provide to iCIMS or its representatives access to any information reasonably necessary for iCIMS to verify Subscriber's compliance with the applicable provisions of this Agreement

**4. SUBSCRIBER DATA**

4.1 **Data Protection.** iCIMS shall maintain administrative, physical and technical safeguards intended to protect the security, privacy and integrity of Subscriber Data as set forth in the Data Processing Addendum and Subscriber Data Security Addendum. iCIMS may update the Subscriber Data Security Addendum from time to time in accordance with Section 13.8, provided however iCIMS shall not make changes to the Subscriber Data Security Addendum that materially diminish the protections for Subscriber Data set forth therein. iCIMS in its discretion also may maintain supplemental or additional safeguards.

4.2 **Data Use and Disclosure.** iCIMS and its Affiliates may use Subscriber Data only for the purpose of providing and improving the Subscription and related offerings, or as otherwise set forth in this Agreement. iCIMS may disclose Subscriber Data to its contractor under a written agreement requiring the contractor to use and disclose the Subscriber Data only for the purposes permitted under this Agreement, and subject to the Subscriber Data Security Addendum. iCIMS also may disclose Subscriber Data to Subscriber's and its Affiliate's contractors, providers of Third-Party Products, and other third parties, only for purposes of providing the Subscription or as otherwise directed or permitted by Subscriber or its Affiliate or User. Notwithstanding anything to the contrary in this Agreement:

(a) iCIMS may use and disclose Subscriber Data as reasonably necessary to comply with applicable laws and regulations, cooperate with law enforcement agencies, or attempt to prevent or respond to illegal conduct, fraud, abuse, or a threat to the security or integrity of systems or data including the Subscription or Subscriber Data.

(b) iCIMS may derive or create benchmarking, transactional, or performance information, and other forms of statistics or analytics on an aggregated basis that may not reasonably be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate (collectively, "**Analytics**"). iCIMS shall maintain policies and procedures, which may include de-identification, aggregation or other steps, reasonably necessary to prevent Analytics from including information that may be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate.

(c) Nothing in this Agreement prohibits iCIMS from using Subscriber Data or the same or similar information that: (i) is or becomes publicly available except through violation of this Agreement by iCIMS; (ii) is or was received by iCIMS from a third party that to iCIMS' knowledge is not under a confidentiality obligation with respect to the Subscriber Data; or (iii) is or was previously known to or independently developed by iCIMS without use of the Subscriber Data.

4.3 **Artificial Intelligence.** Certain features or components of the Subscription use artificial intelligence. The use of such artificial intelligence features are governed by the terms set forth in the Artificial Intelligence Addendum.

4.4 **Data Access and Storage.** During the Subscription Period set forth in an applicable Order Form, Subscriber may access and download the Subscriber Data in accordance with the Documentation, and iCIMS will provide backups of Subscriber Data if requested and as further agreed by the Parties in writing, including payment of fees for data backups. Backups will be transferred to a secure ftp site or Subscriber hosted ftp site, or in such other manner as is agreed by the Parties. In addition, upon written request by Subscriber no more than ten (10) days following the expiration or termination of this Agreement and payment of all outstanding amounts due under the Agreement, iCIMS shall promptly deliver a copy of the Subscriber Data to an iCIMS secure ftp site or Subscriber-hosted ftp site. iCIMS shall dispose of the Subscriber Data in accordance with the Data Processing Addendum and Subscriber Data Security Addendum.

4.5 **Compliance.** Without limiting Subscriber's obligations in Section 3.2, iCIMS shall comply with all laws applicable to iCIMS.

**5. PAYMENT**

5.1 **Fees and Expenses.** Upon signing an Order Form, Subscriber shall pay the total one-time fees set forth in such Order Form. Unless otherwise set forth in the applicable Order Form, iCIMS will invoice recurring fees in advance, on an annual basis, payable within thirty (30) days of delivery of an invoice. Except as otherwise provided herein, all fees paid under this Agreement are non-refundable.

5.2 **Taxes and Surcharges.** Subscriber shall be solely responsible for paying any sales, value-added, business use or other similar taxes, third-party fees, charges, or surcharges, including fees related to Subscriber's use of text and SMS messages, relating to, imposed on, or associated with Subscriber's use of the Subscription or any other product or service provided by iCIMS (collectively, "**Taxes**"), exclusive of iCIMS' income taxes. The fees listed in an Order Form are exclusive of Taxes, and iCIMS shall have the right to invoice Taxes together with or separately from the fees payable by Subscriber. Notwithstanding the foregoing, if Subscriber provides iCIMS with a certificate regarding the tax status of Subscriber certifying that Subscriber has received a ruling or determination letter(s) from the relevant tax authorities stating that it qualifies as an organization exempt from state and local sales and similar taxes, then Subscriber shall not be required to pay to or reimburse iCIMS for such taxes for so long as Subscriber maintains such qualification.

5.3 **Purchase Orders.** Any terms or conditions in any purchase order, online payment or vendor portal, or other document issued by Subscriber are void and of no force or effect as between Subscriber and iCIMS. Issuance of a purchase order or other document is not a condition of Subscriber's payment obligations.

5.4 **Overdue Payments.** iCIMS may suspend access and use of the Subscription by Subscriber and its Affiliates and Users, if Subscriber fails to make timely payment within fifteen (15) days of iCIMS providing written notice of late payment.

5.5 **Invoice Disputes.** Any invoice must be disputed prior to when it is due. If within that period Subscriber delivers written notice disputing an invoiced amount and describing the basis for dispute with reasonable particularity, the Parties shall make a good faith effort to confer and resolve the dispute within thirty (30) days of delivery of Subscriber's notice. If Subscriber has paid all undisputed amounts, and engages in good faith negotiations, iCIMS' rights under this Agreement to suspend access to the Subscription and terminate the Agreement for material breach based on non-payment of the disputed payment, shall be suspended during that thirty (30) day period.

**6. TERM AND TERMINATION**

6.1 **Subscription Period.** The Subscription Period under each Order Form begins on the Subscription Start Date (as defined in the applicable Order Form) and ends upon the expiration of the Subscription Period as set forth in the applicable Order Form. Except as otherwise specified in an Order Form, upon expiration of the Subscription Period under an Order Form, Subscriber's right to access and use the Subscription pursuant to that Order Form expires.

iCIMS may require the Subscription Period under any subsequent Order Form to end on the same date as the Subscription Period under the first Order Form (or subsequent renewal), so that all Subscription Periods share the same expiration date, and in such event iCIMS will prorate the fees for the Subscription Period of each Order Form accordingly.

6.2 **Term.** The term of this Agreement (the "**Term**") commences on the last date of signature of the first Order Form and shall remain in effect until the Subscription Periods on all Order Forms have expired or the date of termination of this Agreement under its terms, whichever is earlier.

6.3 **Termination for Cause**.

(a) Either Party (the "**Non-Breaching Party**") may terminate this Agreement upon written notice to the other Party (the "**Breaching Party**") if the Breaching Party does not cure its material breach of the Agreement within thirty (30) days of written notice from the Non-Breaching Party stating its intent to terminate and describing the breach with reasonable particularity. Nonpayment by Subscriber of any amount within thirty (30) days of the due date constitutes material breach, subject to the overdue payment resolution procedures set forth in Section 5.5 above. Reference to the unpaid amount and invoice constitutes sufficiently reasonable particularity for the notice of breach.

(b) iCIMS may terminate this Agreement upon written notice in the event of filing of a petition in bankruptcy of Subscriber, or commencement of a receivership or similar proceeding based on the insolvency of Subscriber.

(c) Termination by iCIMS for material breach will not relieve Subscriber of its obligation to pay all fees that would have otherwise been due had the Agreement not been terminated for breach, and all such fees shall become immediately due.

6.4 **Effect of Termination.** Upon termination or expiration of this Agreement, all rights and licenses granted by a Party under the Agreement immediately terminate, and Subscriber and its Affiliates and Users shall immediately cease use of the Subscription, Documentation, and iCIMS Content. Termination by either Party will not relieve Subscriber of any obligation to pay fees due for periods prior to termination. iCIMS may provide post-termination or expiration assistance services as further agreed by the Parties in writing, including the fees payable for such assistance. Notwithstanding this Section 6.4, iCIMS may continue to use the Subscriber IP (as defined below) to satisfy its post-termination or expiration obligations (e.g., litigation hold purposes, audit purposes) or as otherwise set forth in this Agreement or the Data Processing Addendum and Subscriber Data Security Addendum. Sections 6.4, 8.1, 8.2, 10, 11 and the provisions of Section 13 that by their terms naturally survive shall survive expiration or termination of the Agreement. The Receiving Party's obligations under Section 7 of this Agreement with respect to Confidential Information received during the Term shall survive: (i) with respect to Confidential Information that constitutes a trade secret of the Disclosing Party, as long as that Confidential Information remains a trade secret; and (ii) with respect to all other Confidential Information, for a period of five (5) years after the expiration or termination of the Agreement.

6.5 **Subscriber Contingent Funding and Termination Rights**. In the event that no funds or insufficient funds are appropriated by the applicable country for the purchase of the Subscription, and Subscriber is unable to fulfil their future payment obligations under this Agreement, Subscriber shall notify iCIMS in writing of such lack of funding no later than August 1st of the applicable year. Upon notification, the parties agree that this Agreement shall thereafter terminate on the date in which Subscriber has paid up until. In the event of such termination, upon written request by iCIMS, Subscriber shall provide a letter by its Budget Director, or equivalent, certifying that no funds or insufficient funds have been appropriated by the applicable county for the Subscription provided under this Agreement.

## 7. CONFIDENTIAL INFORMATION

7.1 **Confidential Information Defined.** "**Confidential Information**" as used in this Agreement means any information that during the Term is disclosed by or on behalf of a Party or its Affiliate (the "**Disclosing Party**") to the other Party or its Affiliate (the "**Receiving Party**") and at the time of disclosure: (i) is designated in writing as confidential or proprietary; (ii) is designated orally as confidential or proprietary, and embodied by the Disclosing Party in written or other tangible form, including meeting minutes, memos, diagrams, flow charts, and software; or (iii) should reasonably be understood by the Receiving Party to be confidential to the Disclosing Party under the circumstances. Notwithstanding the absence of any designation of confidentiality, the Parties agree that: (a) any Order Form non-public Documentation, iCIMS Content, specifications regarding the Subscription or its functionality, and Analytics are the Confidential Information of iCIMS; and (b) without limiting any of the rights in Section 4.2, any Subscriber Data is the Confidential Information of Subscriber, subject to the exceptions in Section 7.3 below.

7.2 **Obligations.** Except as approved by the Disclosing Party in writing, the Receiving Party shall not: (i) use the Confidential Information of the Disclosing Party except to perform or exercise its rights and obligations under this Agreement; or (ii) disclose the Confidential Information of the Disclosing Party to any third party except to the Receiving Party's Affiliates, contractors, agents, or corporate directors or officers (each, a **"Representative**") who are under a duty in substance and effect to use and disclose the Confidential Information only as permitted under this Agreement. The Receiving Party shall be responsible for any use by its Representative of the Confidential Information it discloses to its Representative. Upon termination of the Agreement, each Party shall cease use of, and within thirty (30) days of termination shall destroy or return, all Confidential Information of the other Party, except that: (a) iCIMS may retain Confidential Information of Subscriber as needed to comply with any post-expiration or termination obligation under this Agreement; and (b) each Party may retain Confidential Information as required to comply with its obligations under applicable laws, regulations, or record retention policies.

7.3 **Exceptions.** Confidential Information does not include any: (i) information which is or becomes publicly available except through any act or omission of the Receiving Party in violation of a duty to the Disclosing Party; (ii) information received by the Receiving Party from a third party that to the Receiving Party's knowledge is not under a confidentiality obligation with respect to the Confidential Information; or (iii) information previously known to or independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information in accordance with a subpoena, judicial or other governmental order, or requirement of any law, regulation or the rules of any applicable stock exchange, or in order to obtain any required approval by County of Monterey to execute this Agreement, provided that where legally permissible the Receiving Party must give the Disclosing Party reasonable written notice prior to such disclosure so that the Disclosing Party may, at Disclosing Party's sole expense, take appropriate action to seek a protective order or injunction to seek confidential treatment for the disclosed Confidential Information.

## 8. INTELLECTUAL PROPERTY

8.1 **iCIMS IP Ownership.** As used in this Agreement, "**Intellectual Property Right**" means any patent application, patent, copyright, moral right, database right, trademark right, trade secret or other intellectual property or proprietary right recognized or enforceable under any U.S., foreign or international law, rule, or regulation. iCIMS retains ownership of and reserves all Intellectual Property Rights in or related to the Subscription, iCIMS Content, Documentation, and Analytics (collectively, "**iCIMS IP**"). iCIMS does not convey to Subscriber or its Affiliate or User any Intellectual Property Right in any iCIMS IP except for the non-exclusive right to use the Subscription,

Documentation, and iCIMS Content as set forth in this Agreement. Subscriber agrees further that iCIMS is free to use and incorporate into iCIMS IP any comment, feedback, review or other input provided by Subscriber or its Affiliate, User, or Candidate, and that such use or incorporation does not create or give rise to any Intellectual Property Right of Subscriber or its Affiliate or User in iCIMS IP.

8.2 **Subscriber IP Ownership.** Subscriber retains ownership of and reserves all Intellectual Property Rights in the Subscriber Data or any other materials, communications or content that Subscriber or its Affiliate or User supplies for use in connection with the Subscription (collectively, "**Subscriber IP**"). Subscriber does not convey to iCIMS any Intellectual Property Right in any Subscriber IP, except as set forth in this Agreement.

8.3 **Subscriber IP License.** Subscriber grants iCIMS a non-exclusive, non-sublicensable right during the Term to use, copy, create derivative works of and display the Subscriber IP to perform its obligations under or as otherwise set forth in this Agreement.

8.4 **Subscriber Marks.** Subscriber grants iCIMS a non-exclusive, non-sublicensable right, during the Term, to use any Subscriber trademark, service mark or tradename contained in the Subscriber IP or designated by Subscriber for use in the Subscription (the "**Subscriber Marks**"), to perform under this Agreement, to identify Subscriber in iCIMS' customer lists, and for use in marketing and promotional materials and communications referencing Subscriber as a customer of iCIMS. iCIMS shall comply with Subscriber's written guidelines for trademark usage provided reasonably in advance.

## 9. WARRANTIES AND LIMITATIONS

9.1 **Software Warranty.** iCIMS warrants that during the Term the Subscription will perform materially in accordance with the Documentation. iCIMS' warranty does not apply to any: (i) Third-Party Product; (ii) use of the Subscription not in accordance with the Documentation, applicable law, iCIMS' published policies, or this Agreement; or (iii) failure of Subscriber or its Affiliate or User to follow reasonable support or maintenance instructions provided by iCIMS (each of (i), (ii), and (iii) above, an "**Excluded Condition**"). iCIMS' sole liability and obligation for breach of warranty will be to use commercially reasonable efforts to promptly repair or replace the affected part of the Subscription to correct the breach, and the sole remedy of Subscriber is that it may terminate the affected part of the Subscription that does not conform to the Documentation ("**Affected Subscription**"), subject to iCIMS' ability to cure pursuant to Section 6.3(a) herein, upon prior written notice and receive a refund of any pre-paid but unused amounts specific to the Affected Subscription if the breach extends for sixty (60) consecutive days or for any one-hundred and twenty (120) days in any three-hundred and sixty (360) day period.

9.2 **Limitations.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, ICIMS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING AT COMMON LAW, OR OTHERWISE RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SUBSCRIPTION, ICIMS CONTENT AND ANY SERVICES PROVIDED UNDER THE AGREEMENT. WITHOUT WAIVING THE GENERALITY OF THE FOREGOING, ICIMS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, DATA OR SYSTEM INTEGRITY, AVAILABILITY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, OR THAT THE SUBSCRIPTION WILL PERFORM WITHOUT INTERRUPTION OR ERROR FREE, AND ANY WARRANTY REGARDING SUBSCRIBER'S USE OF THE SUBSCRIPTION, DATA OR INFORMATION ACCESSIBLE THEREFROM, ANY DECISION MADE USING THE SUBSCRIPTION, UNAUTHORIZED ACCESS TO THE SUBSCRIPTION, OR SUBSCRIBER'S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SUBSCRIPTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ICIMS MAY MAKE CHANGES TO THE SUBSCRIPTION FROM TIME TO TIME, OR THE CORRESPONDING DOCUMENTATION, AND THOSE CHANGES SHALL NOT BE DEEMED TO GIVE RISE TO BREACH OF WARRANTY OR LIABILITY OF ICIMS.

## 10. INDEMNIFICATION

10.1 **iCIMS Indemnification.** iCIMS shall defend Subscriber and its Affiliates, officers, directors, shareholders and agents (each, a "**Subscriber Indemnitee**") from and against any third-party claim, demand, lawsuit or legal action: (i) alleging that the iCIMS IP infringes or violates an Intellectual Property Right of a third party; (ii) arising from iCIMS' failure to perform under Section 4.1 (Data Protection) or 4.2 (Data Use and Disclosure) above; or (iii) arising from iCIMS' violation of its obligations under this Agreement with respect to Confidential Information, or (iv) arising from the gross negligence or the intentional misconduct of iCIMS (each of (i), (ii), (iii), and (iv), an "**iCIMS Indemnified Claim**"), and indemnify each Subscriber Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with an iCIMS Indemnified Claim. iCIMS' obligations under this Section 10.1 do not apply to any Excluded Condition.

10.2 **Subscriber Indemnification.** Subscriber shall defend iCIMS and its Affiliates, officers, directors, shareholders and agents (each, an "**iCIMS Indemnitee**") from and against any third-party claim, demand, lawsuit or legal action: (i) alleging that Subscriber IP or Subscriber Marks infringe or violate an Intellectual Property Right of a third party; (ii) arising from any matter for which Subscriber is responsible under Section 3 (Subscriber Responsibilities) above; or (iii) arising from violation by Subscriber of its obligations under this Agreement with respect to Confidential Information or (iv) arising from the gross negligence or the intentional misconduct of Subscriber (each of (i), (ii), (iii), and (iv), a "**Subscriber Indemnified Claim**"), and indemnify each iCIMS Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with a Subscriber Indemnified Claim.

10.3 Indemnification Conditions.

(a) As a condition of any Party's duty to defend or indemnify under this Section 10, the person or entity seeking defense or indemnification must: (i) give the defending and indemnifying Party prompt written notice of the applicable claim, demand, or legal action; (ii) allow the defending and indemnifying Party sole control of the defense and settlement; and (iii) reasonably cooperate in the defense and settlement at the defending and indemnifying Party's reasonable cost, except that the indemnified person or entity will not be required to make any settlement payment unless the defending and indemnifying Party agrees to include that payment as an indemnified expense. Notwithstanding the foregoing, the indemnifying party shall not enter into any settlement that contains any admission of liability or fault on the part of the indemnified party or requires the indemnified party to pay damages without its prior written consent, which consent shall not be withheld unreasonably.

(b) In the event of any claim, demand, legal action, or notice alleging infringement of iCIMS IP, iCIMS may either: (i) replace or modify the iCIMS IP in whole or in part in a manner that does not materially degrade the Subscription; (ii) obtain a license or other grant necessary to continue to provide the iCIMS IP in accordance with the Agreement, or (iii) terminate the Agreement upon written notice to Subscriber. In such event, iCIMS' sole liability will be its obligations under Section 10.1 above and a refund to Subscriber of any pre-paid but unused fees.

## 11. LIMITATIONS OF LIABILITY

11.1 IN NO EVENT WILL ICIMS OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, OR ANY OTHER LEGAL THEORY, FOR: LOST REVENUE, LOST PROFITS, LOST DAMAGES, LOSS OF DATA, LOSS OF USE, ANY CLAIM OR ACTION OF ANY THIRD PARTY (EXCEPT UNDER SECTION 10

(INDEMNIFICATION) OF THIS AGREEMENT), OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER OR NOT ICIMS OR ITS AFFILIATE MAY HAVE ANTICIPATED OR BEEN ADVISED OF SUCH DAMAGES.

11.2 THE TOTAL CUMULATIVE LIABILITY OF ICIMS AND ITS AFFILIATES AND REPRESENTATIVES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY SUBSCRIBER IN THE TWENTY-FOUR (24) MONTHS PRIOR TO WHEN THE FIRST OF ANY SUCH LIABILITIES AROSE. IN NO EVENT WILL ICIMS BE LIABLE FOR ANY DAMAGES FOR BREACH OF CONTRACT UNDER THIS AGREEMENT UNLESS SUBSCRIBER FIRST PROVIDED TO ICIMS THIRTY (30) DAYS' PRIOR WRITTEN NOTICE AND AN OPPORTUNITY FOR ICIMS TO CURE THE BREACH WITHIN THOSE THIRTY (30) DAYS.

11.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITATIONS IN THIS SECTION 11 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

## 12. INSURANCE

12.1 During the Term, iCIMS shall maintain the following insurance: worker's compensation insurance, as applicable; combined single limit automobile liability insurance of at least One Million Dollars ($1,000,000); commercial general liability insurance of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in annual aggregate; excess/umbrella liability insurance of at least Seven Million Dollars ($7,000,000) in annual aggregate; and technology errors & omissions insurance, including cybersecurity liability, of at least Fifteen Million Dollars ($15,000,000) per claim and in annual aggregate. iCIMS shall deliver a certificate of insurance evidencing the coverages set forth above no more than thirty (30) days after written request by Subscriber. Neither the requirement to maintain, nor failure to maintain, the specified insurance policies shall relieve iCIMS of its responsibility for its defense or indemnity obligations under Section 10 above or liability for breach of this Agreement.

## 13. GENERAL TERMS

13.1 **Headings.** The descriptive headings in this Agreement are for convenience only and are not intended to be part of, or to affect the interpretation of, this Agreement.

13.2 **Relationship of the Parties.** Both Parties agree that they are independent entities and that nothing in this Agreement creates a partnership, joint venture, fiduciary, agency, or affiliate relationship between the Parties. Each Party is solely responsible for the supervision, management, direction and payment of compensation and benefits to its own employees.

13.3 **Federal Government Provisions.** If Subscriber is directly or indirectly acquiring the Subscription on behalf of the U.S. Government, the software object code and source code that is delivered as part of the Subscription is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense and containing confidential information and trade secrets of iCIMS, Inc. and its licensors, and is subject to "Restricted Rights" as that term is defined in the U.S. Federal Acquisition Regulations. Manufacturer is: iCIMS, Inc., 101 Crawfords Corner Road, Suite 3-100, Holmdel, NJ 07733, U.S.A.

13.4 **Force Majeure.** No Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are materially delayed or prevented by reason of any event that is beyond the reasonable control of that Party and could not reasonably have been foreseen and protected against by that Party, including any act of nature (including fire, earthquake or natural disaster) or act of government (such as war, terrorism or embargo), provided that the non-performing Party must give the other Party prompt written notice of the event. In the event the delay or nonperformance by iCIMS as described in this Section 13.4 continues for a period of forty-five (45) consecutive days, Subscriber may elect to terminate this Agreement by written notice no more than thirty (30) days' after the end of the forty-five (45) day period, and receive a refund of any pre-paid fees for unused portions of the remaining Subscription Period. This Section 13.4 does not apply to payment obligations.

13.5 **Notices.** Notices required under this Agreement to be in writing must be made by, and notice is deemed to have been duly given when, sent by confirmed email or deposited with an overnight courier with a reliable system for tracking delivery. iCIMS shall deliver any written notice and invoice to the email address listed as the "Bill To Contact" (as listed in the most recent Order Form or as subsequently updated by Subscriber). Subscriber shall deliver any written notice to: generalcounsel@icims.com or iCIMS, Inc., Attn: General Counsel, 101 Crawfords Corner Road, Suite 3-100, Holmdel, New Jersey 07733, USA. Either Party may from time to time change the address for written notices by giving the other Party prior written notice of the change.

13.6 **Assignment.** Neither Party may assign any of its rights or obligations under this Agreement without prior written consent from the other Party, provided that a Party may assign this Agreement to an Affiliate or successor in interest by merger, acquisition of all stock or of substantially all assets, or reorganization. The assigning Party shall provide written notice of the assignment either before, or no more than thirty (30) days after, the assignment. Any purported assignment in violation of this paragraph is void and constitutes a material breach of this Agreement. This Agreement inures to the benefit of and is binding on each of the Parties, their successors, permitted assigns, and legal representatives.

13.7 **Size and Scale**. In the event of any material increase in Subscriber's or its Affiliate's size or scale of use of the Subscription for any reason, including a change in the Employee Footprint as stated on an Order Form or a Corporate Transaction (as defined below), iCIMS may, by written notice, request that the fees under this Agreement be increased commensurate with the increase in size and scale as of the date thereof, and if a written agreement increasing the fees is not entered into by the Parties within forty-five (45) days of delivery of that notice, then iCIMS may suspend or terminate this Agreement effective upon sixty (60) days' prior written notice. A "**Corporate Transaction"** shall mean any merger, acquisition (whether of stock or assets), formation of any joint venture or partnership, reorganization, or similar transaction that materially increases the size or scale of Subscriber's or its Affiliate's use of the Subscription. Subscriber shall give iCIMS prompt written notice of a Corporate Transaction, although failure of Subscriber to do so shall not relieve iCIMS of its rights under this section.

13.8 **Documentation, Policy, and Addendum Changes.** iCIMS may make changes to the Documentation, addenda, or the policies referenced in this Agreement, or the hyperlink or other means of access to the Documentation, except that iCIMS may not make changes to the Subscriber Data Security Addendum that materially diminish the protections for Subscriber Data set forth therein. iCIMS provides a mechanism which may be accessed on https://www.icims.com/gc for Subscriber to subscribe to receive email notice of any changes to the Subscriber Data Security Addendum , policies or addenda listed on https://www.icims.com/gc. If Subscriber believes that any change to the Subscriber Data Security Addendum or a policy creates a materially new obligation of Subscriber, materially degrades the Subscriber Data Security Addendum or applicable policy, or materially diminishes the Subscription taken as a whole (each, a "**Material Adverse Change**"), then Subscriber may, within thirty (30) days of the change, object to such Material Adverse Change by delivering written notice to iCIMS. Any objection notice must set forth the basis of the objection with reasonable particularity. In the event of such an objection, the Material Adverse Change will not be deemed effective as to Subscriber for thirty (30) days, and iCIMS and Subscriber shall work together reasonably, and in good faith, to resolve the objection. If within that thirty (30) day period the objection is not resolved

and Subscriber delivers a further written notice of objection within ten (10) days of the end of such period, then the Material Adverse Change shall remain ineffective as to Subscriber and iCIMS shall have ten (10) days from iCIMS' receipt of such further written notice in which to notify Subscriber that the Material Adverse Change will not apply to Subscriber for the remainder of the Term. If iCIMS does not provide such notice within ten (10) days, then Subscriber may terminate this Agreement for convenience if it provides iCIMS with written notice of termination within ten (10) days, with the effective date of such termination to be no later than thirty (30) days from the date of the termination notice.

13.9 **Third-Party Beneficiaries.** No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

13.10 **Subpoenas**. Subscriber shall reimburse iCIMS for its reasonable out of pocket costs (including but not limited to reasonable attorneys' fees) incurred in connection with iCIMS' response to a subpoena, judicial or other governmental order (where iCIMS is not a named party), or requirement of any law or regulation requesting or requiring the disclosure of any Subscriber Data or pertaining to Subscriber's use of the Subscription.

13.11 **Law and Forum.** The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, will be construed in accordance with, the laws of the State of California, and any lawsuit related to this Agreement or its subject matter will be heard inly in the federal or state courts located in the State of California in the County of Monterey..

(a)

13.12 The foregoing shall apply without regard to conflict of law provisions, the United Nations Convention on Contracts for the International Sale of Goods, or the Uniform Computer Information Transactions Act. The Parties hereby submit to the personal jurisdiction of and venue in the courts listed above in each case.

13.13 **Rules of Interpretation.** It is the intention of the Parties that if a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, the remaining provisions of the Agreement will remain in full force and effect. In the event of any conflict between this Agreement and an Order Form, addendum, exhibit, or statement of work, the conflict shall be resolved in favor of the documents in the order as set forth above, except as may be expressly set forth in the applicable Order Form, addendum, exhibit, or statement of work. Unless explicitly specified to the contrary, the word "including" wherever used herein or in any addendum means "including, but not limited to." This Subscription Agreement is drafted in the English language, but may be made available in other languages for convenience purposes only, at iCIMS' discretion. The Parties agree that the English language version of the Subscription Agreement shall control for the purposes of interpretation and with respect to any dispute.

13.14 **Entire Agreement; Amendment; and Waiver.** Certain components of the Subscription or other products or services set forth in an Order Form may be subject to additional terms and conditions as stated in such Order Form or an addendum to the Agreement. No Order Form or statement of work is binding on the Parties unless agreed by both Parties in writing. Each binding Order Form, statement of work, and addendum is incorporated into and made part of this Agreement. This Agreement supersedes all prior discussions, statements, representations, and agreements, oral or written, between the Parties relating to the subject matter of the Agreement, and constitutes the entire agreement between the Parties relating to its subject matter. Subscriber acknowledges and agrees that its purchase and use of the Subscription and iCIMS Content is neither contingent on the delivery of any new future functionality or features, nor dependent on any oral or written comments made by iCIMS or its Affiliates regarding any new future functionality or features. Except as expressly provided herein, this Agreement may be amended, modified, or supplemented only by a written document signed by an authorized representative of each Party. The failure of either Party, at any time, to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other Party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other Party.

13.15 **Counterparts.** This Agreement may be executed by facsimile or other electronic means, and in one or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the date of last signature below.

**iCIMS, Inc.**

**Signature:** Signed by: Daniel Atkins 5E83D9B3E702457...

**Name:** Daniel Atkins

**Title:** VP Revenue Operations

**Date:** 9/15/2025 | 10:01:07 AM EDT

***GCO Initial:*** Initial GCO ***Date:*** 9/15/2025 | 9:07:15 AM EDT

**Subscriber: County of Monterey, on behalf of the Monterey County Health Department**

**Signature:** DocuSigned by: C7A30BA59CA8423...

**Name:** Elsa Jimenez

**Title:** Director of Health Services

**Date:** 9/12/2025 | 12:55 PM PDT

Approved as to Form:

**Signature:** DocuSigned by: Stacy Saetta C0ECE1B99F444A9...

VP Revenue Operations

**Name:** Stacy Saetta

**Title:** Chief Deputy County Counsel

**Date:** 9/12/2025 | 3:56 PM PDT

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**Amendment No. 3 To Agreement**
**By and Between**
**County of Monterey, hereinafter referred to as "County"**
**AND**
**Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

**THIS AMENDMENT** No. 3 is made and entered into, by and between **Stericycle, Inc.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

**WHEREAS,** the County and CONTRACTOR have heretofore entered into an Agreement A-14007 to provide hazardous medical waste retrieval and disposal services for the period of July 1, 2018 to June 30, 2020 and an amount not to exceed $55,000 ("Agreement"); and

**WHEREAS,** on July 1, 2020, the COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the amount of the Agreement by $41,800 for a new maximum COUNTY obligation of $96,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2022 and;

**WHEREAS,** on July 1, 2022, the COUNTY and CONTRACTOR entered into Amendment No. 2 to increase the amount of the Agreement by $46,000 for a new maximum COUNTY obligation of $142,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2024 and;

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement by $50,400 for a new maximum COUNTY obligation of $193,200; extend the term an additional two (2) years for a new term of July 1, 2018 through June 30, 2026; modify the scope to add new service locations and remove the Business Associate Agreement (BAA) as specified below.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Agreement, as follows:

1. **SECTION 3, PAYMENTS BY COUNTY,** is hereby amended and restated to read in its entirety as follows:

   "3.0 PAYMENTS BY COUNTY: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $193,200."

2. **SECTION 4 TERM OF AGREEMENT**, **Paragraph 4.01**, is hereby amended and restated to read in its entirety as follows:

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"4.01. The term of this Agreement is from July 1, 2018 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs the Agreement**."

3. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 3 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 3 to EXHIBIT A.

4. **EXHIBIT B – Business Associate Agreement** is hereby deleted in its entirety from this Agreement.

5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the Agreement.

6. A copy of this AMENDMENT No. 3 shall be attached to the Agreement.

7. The effective date of this AMENDMENT No. 3 is July 1, 2024.

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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 3 on the day and year written below.

**COUNTY OF MONTEREY**

By: DocuSigned by: Debra Wilson 7B741957AA6B41B... Contracts/Purchasing Officer

Date: 7/1/2024 | 9:58 AM PDT

By: DocuSigned by: CFA10EA59D4484B... Director of Health Services
Department of Health (if applicable)

Date: 7/11/2024 | 10:13 AM PDT

Approved as to Legal Form

By: DocuSigned by: Stacy Saetta 1DD4A2B0D... Stacy L. Saetta, Chief Deputy County Counsel

Date: 6/28/2024 | 11:49 AM PDT

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth 4E7E6378764544E... Auditor-Controller

Date: 6/28/2024 | 11:55 AM PDT

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

**CONTRACTOR**

By: DocuSigned by: Joe Sagala E5F4A776015B47C...

Name: Joe Sagala

Title: Government Account Executive

Date: 6/26/2024 | 9:11 AM CDT

By: DocuSigned by: Trish Bystrek 89C3598092314F6...

Name: Trish Bystrek

Title: Government Account Executive

Date: 6/26/2024 | 10:10 AM CDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner wh has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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# Amendment No. 3 to EXHIBIT A

## SCOPE OF SERVICES / PAYMENT PROVISIONS

## A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

### A.1. BIOHAZARD WASTE DISPOSAL

CONTRACTOR shall provide biohazard waste disposal services on a scheduled and routine basis. Examples of biohazard waste are sharps, glass vials, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account No. 3000981944 (Clinic Services Bureau):** | | |
|---|---|---|
| **Site ID:** | **Facility:** | **Frequency:** |
| 3000981936 | Laurel Health Clinics (Family Practice)<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | Weekly |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Bi-Weekly |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Weekly |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Monthly |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Monthly |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd., Bldg. 200, Suite 101<br>Salinas, CA 93906 | Weekly |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd., Bldg. 151, Suite 16<br>Salinas, CA 93906 | Weekly |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd., Building 760<br>Salinas, CA 93906 | Bi-Weekly |
| TBD | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | Monthly |
| TBD | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Monthly |

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| **Account No. 3000990307 (Public Health Bureau):** | | |
|---|---|---|
| **Site ID:** | **Facility:** | **Frequency:** |
| 002 | Monterey County Health Dept<br>1270 Natividad Road, 2nd Floor, Room 216<br>Salinas, CA 93906 | As Needed |
| TBD | County of Monterey Public Health Laboratory<br>1270 Natividad Road, 1st Floor<br>Salinas, CA. 93906 | As Needed |

**A.2. NON-HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL**

CONTRACTOR shall provide non-hazardous pharmaceutical waste disposal services on a scheduled and routine basis. Examples of pharmaceutical waste are expired pills, partial Rx doses, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account No: 3000990307 (Public Health Bureau):** | | | |
|---|---|---|---|
| **Site ID:** | **Facility:** | **Size:** | **Frequency:** |
| 002 | Monterey County Health Dept<br>1270 Natividad Road, 2nd Floor,<br>Room 216<br>Salinas, CA 93906 | 2 gallons | Qtly |

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## A.3 TRACE CHEMO WASTE DISPOSAL

CONTRACTOR shall provide trace chemo disposal services on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but not limited to:

| **Account Number 3000981944** | | | |
|---|---|---|---|
| **Site ID:** | **Facility:** | **Size:** | **Frequency:** |
| 3000981936 | Laurel Health Clinics (Family Practice)<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | N/A | N/A |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 8 gallons | As Needed |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | N/A | N/A |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd.<br>Building 200, Suite 101<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd.<br>Building 760<br>Salinas, CA 93906 | 8 gallons | As Needed |
| TBD | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | 8 gallons | As Needed |
| TBD | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |

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## A.4. HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL (HDDS)

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) on a scheduled and routine basis.

CONTRACTOR shall provide 8 gallon or 18-gallon containers for compatible pharmaceutical waste disposal. Replacement containers will be provided to each site at no additional cost for the allotted quantity in the table below.
Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account Number: 3000981944** | | | |
|---|---|---|---|
| **Site ID:** | **Clinic** | **Annual Containers (8 or 18 Gal.)** | **Frequency (Stops x Year)** |
| 3000981936 | Laurel Health Clinics (FP, LV, Bienestar)<br>1441 Constitution Blvd., Bldg. 400<br>Salinas, CA 93906 | Up to 5 | 2 x<br>Per Year |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Up to 5 | 2 x<br>Per Year |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Up to 3 | 1 x<br>Per Year |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Up to 3 | 1 x<br>Per Year |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd., Bldg. 200, Ste. 101<br>Salinas, CA 93906 | Up to 5 | 2 x<br>Per Year |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd., Bldg. 151, Suite 16<br>Salinas, CA 93906 | Up to 3 | 1 x<br>Per Year |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd., Bldg.760<br>Salinas, CA 93906 | Up to 3 | 1 x<br>Per Year |
| TBD | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year |
| TBD | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year |

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## A.5. CONTRACTOR AGREES TO THE FOLLOWING

1. To provide services in compliance with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period, including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
2. To deliver replacement containers at the following sites and frequencies, unless otherwise mutually agreed upon. CONTRACTOR shall provide replacement containers for ones to be treated at no cost to the County. Container prices listed in the Payment Provisions are only for extra containers, as requested by County.
3. To respond to any emergency request within 60 minutes of receiving the call and to pick up medical waste from designated County areas (EMERGENCY PICK-UP).
4. To adjust frequency of service and/or container size per site as requested in writing by County.
5. To provide tracking documentation and record retention for all containers received from County. Said documentation will be in compliance with all government regulations and will serve as proof of disposal and destruction of medical waste.
6. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
7. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
8. To provide either "scheduled" or "as needed" pickup based upon County's needs.
9. To provide trained, licensed, professional drivers in vehicles licensed and registered with the State of California to perform all pickups. All items removed from site will be listed on CONTRACTOR'S approved form and form will be signed by site personnel.
10. To provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County.
11. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment. Contractor shall also charge an additional pickup fee if any facility exceeds their annual pickup allotment.
12. To sell container products to County at competitive pricing.

## A.6 COUNTY AGREES TO THE FOLLOWING:

1. County will notify CONTRACTOR at least three (3) business day prior to when services are requested, except as routinely scheduled.
2. To place only medical waste as defined per Attachment to Exhibit A in containers for pickup. Other types of waste, i.e., pharmaceutical, radioactive chemicals or other hazardous waste shall not be placed in containers designated for medical waste.

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3. All syringes/needles will be placed in Sharps containers and all blood/infectious waste will be placed in Biohazard bags by County staff prior to pick up by CONTRACTOR.
4. To place waste only into respective, designated containers provided by CONTRACTOR prior to pick up by CONTRACTOR. Pharmaceutical containers must be labeled "Incinerate Only" on all sides and on top.

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

1. County shall pay an amount not to exceed $193,200 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following rates. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

| Service | Definition | Rate |
|---|---|---|
| Stop Charge[1] | Per Stop fee | $38.00 |
| | | |
| California AB 1807 Fee | Permit fee for offsite treatment of medical waste | $0.0127/lb |
| | | |
| 48 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 48 gallon biohazard tub. | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 44 gallon biohazard tub. | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb | Treatment fee for 20 gallon biohazard tub. | $27.00 |
| Overweight | Overweight biohazard tub. | $35.00 |
| | | |
| 2 Gal (Pharm) | Treatment fee for 2 Gallon Pharmaceutical container. | $40.00 |
| 3 Gal (Pharm) | Treatment fee for 3 Gallon Pharmaceutical container. | $45.00 |
| 8 Gal (Pharm) | Treatment fee for 8 Gallon Pharmaceutical container. | $65.00 |
| 12 Gal (Pharm) | Treatment fee for 12 Gallon Pharmaceutical container. | $80.00 |
| | | |
| 8 Gal (Trace Chemo) | Treatment fee for 8 Gallon Trace Chemo containers. | $33.75 |
| 18 Gal (Trace Chemo) | Treatment fee for 18 Gallon Trace Chemo containers. | $36.45 |
| | | |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 3 (8 or 18 gal) Haz Pharma Waste containers, for one time per year annual pickup | $62.10/mo |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 5 (8 or 18 gal) Haz Pharma Waste containers, for two times per year annual pickup. | $116.10/mo |
| 8 or 18 Gal (HDDS) | Each additional Pickup Fee after annual pickup allotment exceeded | $700.00 |

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| Product* | Definition | Rate |
|---|---|---|
| 48 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 44 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 20 Gal Tub (Bio) CT 5.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| | | |
| 5.4 Qt Sharps (Bio) | Sharps Waste Container | $6.15 |
| | | |
| 8 Gal (Trace Chemo) | Trace Chemo container | $14.95 |
| 18 Gal (Trace Chemo) | Trace Chemo container | $18.02 |
| | | |
| 2 Gal PharmaSafety White | Pharmaceutical Waste Container | $7.02 |
| 3 Gal PharmaSafety White | Pharmaceutical Waste Container | $9.13 |
| 8 Gal PharmaSafety White | Pharmaceutical Waste Container | $16.54 |
| 12 Gal PharmaSafety White | Pharmaceutical Waste Container | $19.38 |
| | | |
| 8 or 18 Gal (HDDS) | Each additional Container Fee after annual allotment exceeded | $200.00 |

[1.] Laurel Pediatrics, Laurel Internal Medicine, Laurel Family Practice, Laurel Vista and Bienestar Natividad Medical Center shall be collectively charged as one Stop Charge.

[2.] Facilities will be billed at the Treatment Fee rates herein for emergency pick-ups.

## B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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3. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

6. CONTRACTOR shall submit invoices itemizing each billed item to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

**For Account 3000981944 (Clinic Services Bureau):**

Mail delivery:

Monterey County Health Department
FQHC Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@co.monterey.ca.us

**For Account 3000990307 (Public Health Bureau):**

Mail delivery:
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
Attn: ACCOUNTING

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**Amendment No. 4 To Agreement**
**By and Between**
**County of Monterey, hereinafter referred to as "County"**
**AND**
**Stericycle, Inc., hereinafter referred to as "CONTRACTOR"**

**THIS AMENDMENT** No. 4 is made and entered into, by and between **Stericycle, Inc.** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, on behalf of its Health Department, hereinafter referred to as "County".

RECITALS:

**WHEREAS,** the County and CONTRACTOR have heretofore entered into an Agreement A-14007 to provide hazardous medical waste retrieval and disposal services for the period of July 1, 2018 to June 30, 2020 and an amount not to exceed $55,000 ("Agreement"); and

**WHEREAS,** on July 1, 2020, the COUNTY and CONTRACTOR entered into Amendment No. 1 to increase the amount of the Agreement by $41,800 for a new maximum COUNTY obligation of $96,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2022 and;

**WHEREAS,** on July 1, 2022, the COUNTY and CONTRACTOR entered into Amendment No. 2 to increase the amount of the Agreement by $46,000 for a new maximum COUNTY obligation of $142,800 and extend the term of the Agreement two (2) additional years for a new term of July 1, 2018 through June 30, 2024 and;

**WHEREAS**, on July 1, 2024, the County and CONTRACTOR entered into Amendment No. 3 to increase the amount of the Agreement by $50,400 for a new maximum COUNTY obligation of $193,200; modify the scope to add new service locations and remove the Business Associate Agreement (BAA) and extend the term an additional two (2) years for a new term of July 1, 2018 through June 30, 2026, and;

**WHEREAS**, the County and CONTRACTOR wish to amend the Agreement to increase the amount of the Agreement by $40,000 for a new maximum COUNTY obligation of $233,200 as specified below.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the Agreement as follows:

1. **SECTION 3, PAYMENTS BY COUNTY,** is hereby amended and restated to read in its entirety as follows:

   "3.0 PAYMENTS BY COUNTY: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $233,200."

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2. **EXHIBIT A - Scope of Services/Payment Provisions** is replaced by Amendment No. 4 to EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to Amendment No. 4 to EXHIBIT A.

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 4 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this AMENDMENT No. 4 shall be attached to the Agreement.

5. The effective date of this AMENDMENT No. 4 is effective upon execution by both parties.

***This space left blank intentionally***

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**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 4 on the day and year written below.

**COUNTY OF MONTEREY**

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Director of Health Services
Department of Health (if applicable)

Date: _____

Approved as to Legal Form

By: DocuSigned by: Stacy Saetta
Stacy L. Saetta, Chief Deputy County Counsel

Date: 9/3/2025 | 12:34 PM PDT

Approved as to Fiscal Provisions:

By: DocuSigned by: Jennifer Forsyth
Auditor-Controller

Date: 9/3/2025 | 4:18 PM PDT

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

**CONTRACTOR**

By: DocuSigned by: Joe Sagala
E5F4A776015B47C...

Name: Joe Sagala

Title: Government Account Executive

Date: 8/6/2025 | 3:31 PM CDT

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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# Amendment No. 4 to EXHIBIT A

## SCOPE OF SERVICES / PAYMENT PROVISIONS

## A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

## A.1. BIOHAZARD WASTE DISPOSAL SERVICE

CONTRACTOR shall provide biohazard waste disposal services on a scheduled and routine basis. Examples of biohazard waste are sharps, glass vials, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| **Account No. 3000981944 (Clinic Services Bureau):** | | |
|---|---|---|
| **Site ID:** | **Facility:** | **Frequency:** |
| 3000981936 | Laurel Health Clinics (Family Practice)<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | Weekly |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Bi-Weekly |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Weekly |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Monthly |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Monthly |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd., Bldg. 200, Suite 101<br>Salinas, CA 93906 | Weekly |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd., Bldg. 151, Suite 16<br>Salinas, CA 93906 | Weekly |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd., Building 760<br>Salinas, CA 93906 | Bi-Weekly |
| 3001284564 | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | Monthly |
| 3001284621 | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Monthly |

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| Account No. 3000990308 (Public Health Bureau): | | |
|---|---|---|
| **Site ID:** | **Facility:** | **Frequency:** |
| 3000990307 | Monterey County Health Dept<br>**Public Health Bureau**<br>1270 Natividad Road, 2nd Floor, Room 216<br>Salinas, CA 93906 | Every 12 Weeks |
| 3001264515 | County of Monterey<br>**Public Health Laboratory**<br>1270 Natividad Road, 1st Floor<br>Salinas, CA. 93906 | 2 x Per Week |

## A.2. NON-HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL SERVICE

CONTRACTOR shall provide non-hazardous pharmaceutical waste disposal services on a scheduled and routine basis. Examples of pharmaceutical waste are expired pills, partial Rx doses, etc. Locations where CONTRACTOR shall provide services include, but are not limited to:

| Account No: 3000990308 (Public Health Bureau): | | | |
|---|---|---|---|
| **Site ID:** | **Facility:** | **Size:** | **Frequency:** |
| 3000990307 | Monterey County Health Dept<br>1270 Natividad Road, 2nd Floor,<br>Room 216<br>Salinas, CA 93906 | 2 gallons | Qtly |

## A.3. HAZARDOUS PHARMACEUTICAL WASTE DISPOSAL SERVICE (HDDS Service Subscription)

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include, but are not limited to the table below.

CONTRACTOR shall provide 8 gallon or 18-gallon containers for compatible pharmaceutical waste disposal.

Replacement containers will be provided to each site at no additional cost for the allotted quantity in the table below.

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| **Account Number: 3000981944** | | | | |
|---|---|---|---|---|
| **Site ID:** | **Clinic** | **Annual Containers** | **Frequency** | **Monthly Rate** |
| 3000981936 | Laurel Health Clinics (FP, LV)<br>1441 Constitution Blvd., Bldg. 400<br>Salinas, CA 93906 | Up to 5 | 2 x<br>Per Year | $116.10/mo |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | Up to 5 | 2 x<br>Per Year | $116.10/mo |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd.,<br>Bldg. 200, Ste. 101<br>Salinas, CA 93906 | Up to 5 | 2 x<br>Per Year | $116.10/mo |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd.,<br>Bldg. 151, Suite 16<br>Salinas, CA 93906 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd., Bldg.760<br>Salinas, CA 93906 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3001284564 | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year | $62.10/mo |
| 3001284621 | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | Up to 3 | 1 x<br>Per Year | $62.10/mo |

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**A.4 TRACE CHEMO WASTE DISPOSAL SERVICE (HDDS Service Subscription)**

CONTRACTOR shall provide full hazardous pharmaceutical waste disposal services (HDDS) for trace chemo waste on a scheduled and routine basis. Locations where CONTRACTOR shall provide services include but are not limited to the table below.

| Site ID: | Facility: | Size: | Frequency: |
|---|---|---|---|
| 3000981936 | Laurel Health Clinics (Family Practice)<br>1441 Constitution Blvd., Building 400<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981937 | Seaside Family Health Center<br>1156 Fremont Blvd.<br>Seaside, CA 93955 | N/A | N/A |
| 3000981938 | Alisal Health Center<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 3000981939 | Monterey Health Clinic at Marina<br>3155 De Forest Road<br>Marina, CA 93933 | 8 gallons | As Needed |
| 3000981940 | Monterey County Integrated Health Clinic<br>299 12th Street<br>Marina, CA 93933 | N/A | N/A |
| 3000981941 | Laurel Health Clinics (Pediatrics)<br>1441 Constitution Blvd.<br>Building 200, Suite 101<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981942 | Laurel Health Clinics (LIM)<br>1441 Constitution Blvd.<br>Building 151, Suite 16<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3000981943 | Laurel Health Clinics (NIDO)<br>1441 Constitution Blvd.<br>Building 760<br>Salinas, CA 93906 | 8 gallons | As Needed |
| 3001284564 | Alisal Integrated Health Center<br>331 N. Sanborn Road<br>Salinas, CA 93905 | 8 gallons | As Needed |
| 3001284621 | County of Monterey Mobile Clinic #1<br>559 East Alisal St., Suite 201<br>Salinas, CA 93905 | 8 gallons | As Needed |

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## A.5. CONTRACTOR AGREES TO THE FOLLOWING

1. To provide services in compliance with all applicable state and federal, health and safety codes, rules and regulations during the term of this contract period, including the Medical Waste Management Act (MWMA) (California Health and Safety Code, Sections 117600 – 118360).
2. To deliver replacement containers at the following sites and frequencies, unless otherwise mutually agreed upon. CONTRACTOR shall provide replacement containers for ones to be treated at no cost to the County. Container prices listed in the Payment Provisions are only for extra containers, as requested by County.
3. To respond to any emergency request within 60 minutes of receiving the call and to pick up medical waste from designated County areas (EMERGENCY PICK-UP).
4. To adjust frequency of service and/or container size per site as requested in writing by County.
5. To provide tracking documentation and record retention for all containers received from County. Said documentation will be in compliance with all government regulations and will serve as proof of disposal and destruction of medical waste.
6. To take title to the County's medical waste upon pickup by assuming full responsibility for all containers at the time of receipt.
7. To guarantee appropriate treatment through complete destruction of medical waste at a licensed facility.
8. To provide either "scheduled" or "as needed" pickup based upon County's needs.
9. To provide trained, licensed, professional drivers in vehicles licensed and registered with the State of California to perform all pickups. All items removed from site will be listed on CONTRACTOR'S approved form and form will be signed by site personnel.
10. To provide initial and replacement waste containers at no cost to the County. Container prices listed in the Payment Provisions are only for additional containers, as requested by County.
11. Contractor will charge additional container fees for the Hazardous Drug Disposal Service if any facility exceeds their annual container allotment. Contractor shall also charge an additional pickup fee if any facility exceeds their annual pickup allotment.
12. To sell container products to County at competitive pricing.

## A.6 COUNTY AGREES TO THE FOLLOWING:

1. County will notify CONTRACTOR at least three (3) business day prior to when services are requested, except as routinely scheduled.
2. To place only medical waste as defined per Attachment to Exhibit A in containers for pickup. Other types of waste, i.e., pharmaceutical, radioactive chemicals or other hazardous waste shall not be placed in containers designated for medical waste.

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3. All syringes/needles will be placed in Sharps containers and all blood/infectious waste will be placed in Biohazard bags by County staff prior to pick up by CONTRACTOR.
4. To place waste only into respective, designated containers provided by CONTRACTOR prior to pick up by CONTRACTOR. Pharmaceutical containers must be labeled "Incinerate Only" on all sides and on top.

## B. PAYMENT PROVISIONS

### B.1 COMPENSATION/ PAYMENT

1. County shall pay an amount not to exceed **$233,200** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following rates. The County's payment obligations for CONTRACTOR'S services shall commence when an accurate invoice is submitted.

| Service | Definition | Rate |
|---|---|---|
| Stop Charge[1] | Per Stop fee | $38.00 |
| | | |
| California AB 1807 Fee | Permit fee for offsite treatment of medical waste | $0.0127/lb |
| | | |
| 48 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 48 gallon biohazard tub. | $27.00 |
| 44 Gal Tub (Bio) CT 12.7 Lb | Treatment fee for 44 gallon biohazard tub. | $27.00 |
| 20 Gal Tub (Bio) CT 5.7 Lb | Treatment fee for 20 gallon biohazard tub. | $27.00 |
| Overweight | Overweight biohazard tub. | $35.00 |
| | | |
| 2 Gal (Pharm) | Treatment fee for 2 Gallon Pharmaceutical container. | $40.00 |
| 3 Gal (Pharm) | Treatment fee for 3 Gallon Pharmaceutical container. | $45.00 |
| 8 Gal (Pharm) | Treatment fee for 8 Gallon Pharmaceutical container. | $65.00 |
| 12 Gal (Pharm) | Treatment fee for 12 Gallon Pharmaceutical container. | $80.00 |
| | | |
| 8 Gal (Trace Chemo) | Treatment fee for 8 Gallon Trace Chemo containers. | $33.75 |
| 18 Gal (Trace Chemo) | Treatment fee for 18 Gallon Trace Chemo containers. | $36.45 |
| | | |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 3 (8 or 18 gal) Haz Pharma Waste containers, for one time per year annual pickup | $62.10/mo |
| 8 or 18 Gal (HDDS) | Treatment fee for up to 5 (8 or 18 gal) Haz Pharma Waste containers, for two times per year annual pickup. | $116.10/mo |
| 8 or 18 Gal (HDDS) | Each additional Pickup Fee after annual pickup allotment exceeded | $700.00 |

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| Product* | Definition | Rate |
|---|---|---|
| 48 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 44 Gal Tub (Bio) CT 12.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| 20 Gal Tub (Bio) CT 5.7 Lb[2] | Biohazard Waste Container | Included in disposal fee |
| | | |
| 5.4 Qt Sharps (Bio) | Sharps Waste Container | $6.15 |
| | | |
| 8 Gal (Trace Chemo) | Trace Chemo container | $14.95 |
| 18 Gal (Trace Chemo) | Trace Chemo container | $18.02 |
| | | |
| 2 Gal PharmaSafety White | Pharmaceutical Waste Container | $7.02 |
| 3 Gal PharmaSafety White | Pharmaceutical Waste Container | $9.13 |
| 8 Gal PharmaSafety White | Pharmaceutical Waste Container | $16.54 |
| 12 Gal PharmaSafety White | Pharmaceutical Waste Container | $19.38 |
| | | |
| 8 or 18 Gal (HDDS) | Each additional Container Fee after annual allotment exceeded | $200.00 |

[1.] Laurel Pediatrics, Laurel Internal Medicine, Laurel Family Practice, Laurel Vista and Bienestar Natividad Medical Center shall be collectively charged as one Stop Charge.

[2.] Facilities will be billed at the Treatment Fee rates herein for emergency pick-ups.

## B.2 CONTRACTORS BILLING PROCEDURES

Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

1. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

2. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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3. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

4. County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

5. DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

6. CONTRACTOR shall submit invoices itemizing each billed item to the following mail or e-mail address listed below periodically or at the completion of services, as applicable, with signatures along with supporting documentation, as may be required by the COUNTY to the following:

**For Account 3000981944 (Clinic Services Bureau):**

Mail delivery:

Monterey County Health Department
FQHC Clinics
1441 Schilling Place- 1st Floor
Salinas, CA 93901
Attn: ACCOUNTING

Email delivery:

CS_Finance@countyofmonterey.gov

**For Account 3000990308 (Public Health Bureau):**

Mail delivery:
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
Attn: ACCOUNTING

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# AGREEMENT BETWEEN COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER AND THE POWER PLANT LLC

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and The Power Plant LLC, hereinafter referred to as "CONTRACTOR."

## 1.0 RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has invited proposals through the Request for Proposals RFP# 9600-97 to provide **COFFEE VENDOR SERVICES**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

## 2.0 PERFORMANCE OF THE AGREEMENT

2.1 After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFP #9600-97 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-97. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP #9600-97 plus all associated Addenda
CONTRACTOR'S Proposal dated Friday, July 11, 2025
Certificate of Insurance
Additional Insured Endorsements

2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT,

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CONTRACTOR's Proposal, RFP #9600-97 including all attachments and exhibits, Addenda issued, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.

2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

2.4.1 CONTRACTOR must maintain all licenses and permits throughout the term of the AGREEMENT.

2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## 3.0 SCOPE OF SERVICE

### 3.1 Contractor Minimum Work Performance Percentage

The CONTRACTOR shall perform 100 percent of all work under this Agreement. CONTRACTOR shall not subcontract any work to third party contractors.

### 3.2 Product Offering

The Contractor shall:

- Offer a diverse, high-quality selection of coffee beverages, including but not limited to espresso, lattes/specialty drinks, and drip coffee, as well as a variety of tea options.
- Provide a range of alternative milk options, including almond, oat, and soy.
- Optionally, offer food items, with an emphasis on healthy food choices if applicable.
- Clearly post the menu and pricing in English; Spanish translation is optional.
- Product offerings are further discussed in ***Exhibit-A: Rate Sheet/Charges to Customers.***

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### 3.3 Operation

The Contractor shall:

- Operate the coffee vending service at NMC Monday through Friday during mutually agreed-upon business hours (e.g., 7:00 a.m. to 5:00 p.m.), with flexibility for adjustments as needed.
- Provide an online ordering system to reduce customer wait times and enhance service efficiency.

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### 3.4 Equipment & Supplies

The Contractor shall:

- Furnish all equipment necessary for the preparation of coffee and beverages, including espresso machines, grinders, and brewers, and maintain such equipment in good working order.
- Ensure a consistent supply of all necessary items (e.g., coffee beans, milk, cups) for uninterrupted service.
- Ensure that the Mobile Food Facility (MFF) is capable of parking on the sidewalk near Building 400, in compliance with site parking restrictions as deemed by Natividad and fire safety regulations.
- Operate a fully self-contained MFF with an integrated floor, ensuring that all coffee and food preparation occurs within the vehicle or trailer to maintain cleanliness and prevent site contamination.

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### 3.5 Staffing

The Contractor shall:

- Employ qualified, trained baristas to prepare and serve beverages and food as needed.
- Maintain professional, courteous, and efficient service environment at all times.

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### 3.6 Health & Safety

The Contractor shall:

- Comply with all applicable local, county, and state health regulations pertaining to food and beverage service.
- Maintain a clean and sanitary work area, including the surrounding premises, and promptly address any spills, litter, or other cleanliness issues in the vicinity of the MFF.
- Obtain and maintain all necessary permits, licenses, and insurance as required by county, fire, and health authorities.

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### 3.7 Business Agreement, Reporting & Feedback

The Contractor shall:

- [1]Provide one (1) complimentary coffee beverage of its choice to Natividad staff during Hospital Week, occurring annually in the second week of May. The offer is non-transferable and will be coordinated by the Human Resources Department. The purpose of offering this complimentary beverage offer is to reward NMC staff for their dedicated service to the community.
- Be responsible for all expenses related to the operation and staffing of the business.
- Not transfer, assign, sublet, or share the designated service space without prior written approval from Natividad.
- Submit monthly reports detailing sales volume by date and time, customer feedback, and any notable operational issues.
- Maintain open and ongoing communication with Natividad Medical Center staff regarding service delivery, operating hours, and any changes to the menu.
- CONTRACTOR shall dispose of used/ waste/greywater by a Monterey County licensed wastewater company and removed from the site. This service can be arranged to occur during hours of the day when staff and visitors at NMC are at a minimum. Wastewater shall never be discharged at NMC's facility sinks, Environmental Services (EVS) closets, bathrooms, or in any other form.
- CONTRACTOR may use the COUNTY dumpster in the parking lot adjacent to the Emergency Department for daily trash needs. CONTRACTOR shall not dispose of hazardous materials including chemicals and sharps, including knives, in the dumpster.
- **If CONTRACTOR requires and utilizes COUNTY-provided utilities (e.g., water, electricity), the CONTRACTOR shall be responsible for re-imbursing the COUNTY for all metered usage costs. The COUNTY will assess utilities usage, and invoice these charges monthly based on the utility rates in effect at the time of usage.**

### 3.8 Parking of MFF on Natividad Medical Center's Premises (Including Overnight Parking)

- It is mutually understood and agreed that in the event the County allows CONTRACTOR to leave their MFF/Trailer and equipment overnight, the County provides no security or assurances for the safety of the CONTRACTOR's MFF/trailer, equipment, or contents, and assumes no responsibility for any loss, damage, or theft. All equipment is left on the property entirely at the CONTRACTOR's own risk.

[1] All COUNTY employee directly involved in this RFP bidding process shall be prohibited from receiving complimentary beverage offers by CONTRACTOR.

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## 4.0 TERM OF AGREEMENT

4.1 The initial term shall commence on October 1, 2025 through and including September 30, 2028, with the option to extend the AGREEMENT(s) two (2) additional one (1) year periods. COUNTY is not required to state a reason if it elects not to renew this AGREEMENT.

4.2 If COUNTY exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.

4.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## 5.0 COMPENSATION AND PAYMENTS

5.1 CONTRACTOR shall operate as an independent vendor and shall not receive compensation or subsidy from the COUNTY or Natividad Medical Center for services rendered under this Agreement. All revenues generated from sales of beverages and food items shall be retained by the CONTRACTOR. The CONTRACTOR shall be responsible for any and all operating costs, including but not limited to labor, equipment, supplies, permits, insurance, and utility charges. **If CONTRACTOR requires and utilizes COUNTY-provided utilities (e.g., water, electricity), the CONTRACTOR shall be responsible for re-imbursing the COUNTY for all metered usage costs. The COUNTY will assess utilities usage, and invoice these charges monthly based on the utility rates in effect at the time of usage.**

5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. COUNTY does not guarantee any minimum or maximum amount of dollars spent under this AGREEMENT.

5.3 CONTRACTOR shall price product offerings to customers in accordance with ***Exhibit-A: Rate Sheet/Charges to Customers.***

5.4 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.

5.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.

5.6 Tax:

5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

5.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

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## 6.0 INVOICES AND PURCHASE ORDERS

6.1 Invoices for all utilities charged by COUNTY to CONTRACTOR per this AGREEMENT shall be billed directly The Power Plant LLC at the following address:

The Power Plant LLC
7990 Highway 1
Moss Landing, CA
95039

6.2 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included the AGREEMENT must be approved by NMC in writing via an Amendment.

## 7.0 INDEMNIFICATION

7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

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8.1.3 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

8.2 Insurance Coverage Requirements:

8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

8.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

8.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

8.3 Other Insurance Requirements:

8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to

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transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

8.3.3 *Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.*

8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

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## 9.0 RECORDS AND CONFIDENTIALITY

9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

9.2 County of Monterey Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.

9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.

9.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

## 10.0 NON-DISCRIMINATION

10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such

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discrimination.

10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

## 11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.,) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 100 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

11.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

11.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

## 12.0 CONFLICT OF INTEREST

12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

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## 13.0 COMPLIANCE WITH APPLICABLE LAWS

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 14.0 DRUG FREE WORKPLACE

14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

## 15.0 TIME OF ESSENCE

15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

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## 16.0 PERFORMANCE ASSURANCE

16.1 Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## 17.0 TRAVEL REIMBURSEMENT

17.1 Travel reimbursements are not permitted for this AGREEMENT.

## 18.0 EMERGENCY SITUATIONS

18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.

## 19.0 NON-APPROPRIATIONS CLAUSE

19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

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# 20.0 NOTICES

20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

20.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:
Natividad Medical Center
Attn: CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906

TO CONTRACTOR:
The Power Plant LLC
7990 Highway 1
Moss Landing, CA
95039

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## 21.0 LEGAL DISPUTES

21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

21.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## 22.0 GENERAL PROVISIONS

22.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

22.2 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

22.3 Exhibits. The attached Exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

22.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

22.5 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

22.6 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

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***~ Signature page to follow ~***

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**COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

**APPROVED AS TO LEGAL PROVISIONS**

By: _____
Monterey County Deputy County Counsel

Date: _____

**APPROVED AS TO FISCAL PROVISIONS**

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

**CONTRACTOR**

The Power Plant LLC
**CONTRACTOR's Business Name**
***See instructions below***

DocuSigned by:
By: Chuck Drake
66F1950C822240A...
(Signature of: Chair, President, or Vice-President)

Managing Member
Name and Title

Date: 9/18/2025 | 12:09 PM PDT

By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

***Instructions***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Baked Goods | Almond Croissant | Regular | 6.50 |
| Baked Goods | Apple slipper | Regular | 5.65 |
| Baked Goods | Apricot Tartlette | Regular | 6.25 |
| Baked Goods | Banana Bread | Regular | 5.75 |
| Baked Goods | Bear Claw | Regular | 5.50 |
| Baked Goods | Breakfast Muffin | Regular | 5.25 |
| Baked Goods | Butterscotch Blondie | Regular | 5.50 |
| Baked Goods | Cheese Scone | Regular | 6.50 |
| Baked Goods | Cheesecake | Regular | 6.95 |
| Baked Goods | Chocolate Chunk W Flake Sa | Regular | 5.00 |
| Baked Goods | Chocolate Croissant | Regular | 5.00 |
| Baked Goods | Cinnamon Roll | Regular | 6.00 |
| Baked Goods | Crimpy, Olallieberry | Regular | 4.75 |
| Baked Goods | Espresso Brownie | Regular | 5.75 |
| Baked Goods | Everything Cookie | Regular | 5.50 |
| Baked Goods | Fruit Tart | Regular | 4.50 |
| Baked Goods | GF Vegan Chocolate Chip Co | Regular | 5.00 |
| Baked Goods | Lemon Bar | Regular | 6.00 |
| Baked Goods | Mini Almond Croissant | Regular | 3.75 |
| Baked Goods | Morning Bun | Regular | 5.65 |
| Baked Goods | Neces GF Muffins | Lemon Poppyseed | 5.75 |
| Baked Goods | Neces GF Muffins | Coffee Cake | 5.75 |
| Baked Goods | Neces GF Muffins | Blueberry | 5.75 |
| Baked Goods | Oatmeal Raisin Cookie | Regular | 5.00 |
| Baked Goods | Persimmon Bread | Regular | 7.50 |
| Baked Goods | Plain Croissant | Regular | 4.75 |
| Baked Goods | Scone,pear Ginger | Regular | 5.25 |
| Baked Goods | Strawberry Tartlette | Regular | 6.25 |
| Breakfast Eat | Meat Frittata | Regular | 7.95 |
| Breakfast Eat | Plain Bagel | Regular | 4.25 |
| Breakfast Eat | Veggie Frittata | Regular | 7.50 |
| Candy | M&M's | Regular | 2.95 |
| Candy | Peanut Butter Cups, Justin's | Regular | 2.95 |
| Candy | Roberts Ferry- Gummy Bear | Regular | 3.25 |
| Candy | Roberts Ferry- Sour Gummy | Regular | 3.95 |
| Candy | Snickers | Regular | 2.95 |
| Candy | Twix | Regular | 2.95 |
| Coffee | ACME Retail Beans Decaf | Regular | 18.00 |
| Coffee | ACME Retail Beans Espresso | Regular | 18.00 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Coffee | ACME Retail Beans PowerGli | Regular | 18.00 |
| Coffee | ACME Retail Beans Road Dog | Regular | 18.00 |
| Coffee | Americano | 12oz | 4.25 |
| Coffee | Americano | 16oz | 4.25 |
| Coffee | Cafe Au Lait | 12oz | 4.00 |
| Coffee | Cafe Au Lait | 16oz | 4.50 |
| Coffee | Cappuccino | 12oz | 6.25 |
| Coffee | Cappuccino | 16oz | 6.75 |
| Coffee | Chai Latte | 12oz | 6.25 |
| Coffee | Chai Latte | 16oz | 6.75 |
| Coffee | Cold Brew | 16oz | 6.25 |
| Coffee | Drip Coffee | 12oz | 2.25 |
| Coffee | Drip Coffee | 16oz | 2.75 |
| Coffee | Espresso | 6oz | 4.25 |
| Coffee | Espresso | 2oz | 2.25 |
| Coffee | Golden Milk | 12oz | 6.25 |
| Coffee | Golden Milk | 16oz | 6.75 |
| Coffee | Hot Chocolate | 12oz | 3.50 |
| Coffee | Hot Chocolate | 16oz | 4.00 |
| Coffee | Latte | 12oz | 6.25 |
| Coffee | Latte | 16oz | 6.75 |
| Coffee | London Fog | 12oz | 4.75 |
| Coffee | London Fog | 16oz | 5.25 |
| Coffee | Macchiato / Cortado | Macchiato | 4.75 |
| Coffee | Macchiato / Cortado | Cortado | 4.75 |
| Coffee | Matcha Latte | 12oz | 6.25 |
| Coffee | Matcha Latte | 16oz | 6.75 |
| Coffee | Mocha | 12oz | 6.25 |
| Coffee | Mocha | 16oz | 6.75 |
| Coffee | Refill Coffee | Regular | 1.75 |
| Coffee | Steamer | 12oz | 3.00 |
| Coffee | Steamer | 16oz | 3.50 |
| Coffee | Tea Latte | Regular | 4.50 |
| Coffee | Zum Zum Tea 2oz | Bingo Blueberry | 8.00 |
| Coffee | Zum Zum Tea 2oz | Zum Zum House | 7.25 |
| Coffee | Zum Zum Tea 2oz | The Flu Fighter | 8.50 |
| Coffee | Zum Zum Tea 2oz | Winter Cherry | 8.00 |
| Coffee | Zum Zum Tea 2oz | Green | 8.00 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Coffee | Zum Zum Tea 2oz | Turmeric Ginger P | 8.50 |
| Drinks (SKQI6 | Aura Bora | Regular | 6.00 |
| Drinks (SKQI6 | Aura Bora | Regular | 6.00 |
| Drinks (SKQI6 | Better Booch (Citrus Sunrise | Regular | 3.99 |
| Drinks (SKQI6 | Better Booch (Ginger Boost) | Regular | 3.99 |
| Drinks (SKQI6 | Better Booch (Golden Pear) | Regular | 3.99 |
| Drinks (SKQI6 | Better Booch (Morning Glory | Regular | 3.99 |
| Drinks (SKQI6 | Better Booch Rose | Regular | 3.99 |
| Drinks (SKQI6 | Boxed Water 500ml | Regular | 3.50 |
| Drinks (SKQI6 | Chlorophyll Water | Regular | 4.75 |
| Drinks (SKQI6 | Coconut Water, Harmless Ha | Regular | 4.25 |
| Drinks (SKQI6 | Coke, Regular | Regular | 2.45 |
| Drinks (SKQI6 | Coke, Diet | Regular | 2.45 |
| Drinks (SKQI6 | Coke, Zero | Regular | 2.45 |
| Drinks (SKQI6 | Culture Pop Soda | Watermelon Lime | 3.95 |
| Drinks (SKQI6 | Culture Pop Soda | Orange Mango | 3.95 |
| Drinks (SKQI6 | Culture Pop Soda | Wild Berries | 3.95 |
| Drinks (SKQI6 | Culture Pop Soda | Black Cherry | 3.95 |
| Drinks (SKQI6 | DRAM - Adaptogenic Mushro | default | 4.25 |
| Drinks (SKQI6 | DRAM - Cardamom & Black T | default | 4.25 |
| Drinks (SKQI6 | DRAM - Citrus & Blossoms S | default | 4.25 |
| Drinks (SKQI6 | DRAM - Holy Basil & Lemon | default | 4.25 |
| Drinks (SKQI6 | Daytrip Coconut Pineapple | Regular | 3.95 |
| Drinks (SKQI6 | Daytrip Lemon Lime | Regular | 3.95 |
| Drinks (SKQI6 | Droplet | Regular | 6.00 |
| Drinks (SKQI6 | Droplet | Regular | 6.00 |
| Drinks (SKQI6 | Droplet | Regular | 6.00 |
| Drinks (SKQI6 | Gist, Chamomile | | 4.70 |
| Drinks (SKQI6 | Gist, Ginger | Regular | 4.70 |
| Drinks (SKQI6 | Guru Energy Drink | Lite | 3.50 |
| Drinks (SKQI6 | Guru Energy Drink | Original | 3.50 |
| Drinks (SKQI6 | Heywell - heywell calm + hy | default | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Regular | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Immunity | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Calm And Hydrate | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Calm And Restore | 6.00 |
| Drinks (SKQI6 | Heywell Drink | Energy And Focus | 6.00 |
| Drinks (SKQI6 | Huzzah Probiotic Seltzer | Regular | 4.00 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Drinks (SKQI6 | Inner Immune Orange Zest | Regular | 6.00 |
| Drinks (SKQI6 | Inner Immune Watermelon | Regular | 6.00 |
| Drinks (SKQI6 | Juice- Natalies | Grapefruit | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Orange Beet | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Tangerine | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Orange | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Pineapple Kale | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Carrot Ginger | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Aura | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Resilient | 5.75 |
| Drinks (SKQI6 | Juice- Natalies | Blood Orange | 5.75 |
| Drinks (SKQI6 | Kombucha Bubbly Rose | Regular | 4.25 |
| Drinks (SKQI6 | La Croix | Tangerine | 3.50 |
| Drinks (SKQI6 | La Croix | Beach Plum | 3.50 |
| Drinks (SKQI6 | La Croix | Pure | 3.50 |
| Drinks (SKQI6 | La Croix | Pasteque | 3.50 |
| Drinks (SKQI6 | La Croix | Apricot | 3.50 |
| Drinks (SKQI6 | La Croix | Guava | 3.50 |
| Drinks (SKQI6 | Large Simple Water | Regular | 5.50 |
| Drinks (SKQI6 | Maple Water | Regular | 3.25 |
| Drinks (SKQI6 | Niagara Water | Regular | 1.25 |
| Drinks (SKQI6 | Pathwater | Regular | 3.00 |
| Drinks (SKQI6 | Pellegrino Sparkling Water | Regular | 3.45 |
| Drinks (SKQI6 | Ph Water | Regular | 3.00 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Orange | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Root Beer | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Ginger Lime | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Strawberry Lemon | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Watermelon | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Rasberry Rose | 3.95 |
| Drinks (SKQI6 | Poppi Prebiotic Soda | Cherry Limeade | 3.95 |
| Drinks (SKQI6 | Recess Blood Orange | Regular | 4.99 |
| Drinks (SKQI6 | Recess Peach Ginger | Regular | 4.99 |
| Drinks (SKQI6 | Recess Strawberry Rose | Regular | 4.99 |
| Drinks (SKQI6 | Sound Blood Orange | Regular | 4.00 |
| Drinks (SKQI6 | Sound Blueberry | Regular | 4.00 |
| Drinks (SKQI6 | Sound Grapefruit | Regular | 4.00 |
| Drinks (SKQI6 | Spindrift | lemon | 3.00 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Drinks (SKQI6 | Spindrift | lime | 3.00 |
| Drinks (SKQI6 | Spindrift | grapefruit | 3.00 |
| Drinks (SKQI6 | Tejava Black Tea | Regular | 2.75 |
| Drinks (SKQI6 | Wildwonder | Regular | 6.00 |
| Drinks (SKQI6 | Wildwonder | Regular | 6.00 |
| Drinks (SKQI6 | Wildwonder | Regular | 6.00 |
| Grab & Go | Bacon Breakfast Burrito | Regular | 8.50 |
| Grab & Go | Bacon Breakfast Sandwich | Regular | 7.50 |
| Grab & Go | Blueberry Yogurt Parfait | Regular | 6.95 |
| Grab & Go | Broccoli Salad | Regular | 4.50 |
| Grab & Go | Caesar Salad | Regular | 8.95 |
| Grab & Go | Caprese Salad | Regular | 5.50 |
| Grab & Go | Chia Pudding | Regular | 6.75 |
| Grab & Go | Curry Chickpea Salad | Regular | 5.95 |
| Grab & Go | Fruit Bites - Peach Raspberry | | 3.99 |
| Grab & Go | Fruit Bites - Sour Apple & Ch | | 3.99 |
| Grab & Go | Fruit Cup | Regular | 5.95 |
| Grab & Go | Ham & Peppered Jack | Regular | 8.95 |
| Grab & Go | House Vegan Cheesecake | Regular | 8.95 |
| Grab & Go | Hummus Wrap | Regular | 8.95 |
| Grab & Go | Mojo Sprouts | Regular | 8.50 |
| Grab & Go | Overnight Oats | Regular Oats | 5.50 |
| Grab & Go | Overnight Oats | Almond Butter Oa | 8.50 |
| Grab & Go | Salami & Cheese Pack | Regular | 7.99 |
| Grab & Go | Salami & Provolone Sandwic | Regular | 8.95 |
| Grab & Go | Soutwest Salad | Regular | 5.95 |
| Grab & Go | Strawberry Spinach Salad | Regular | 8.95 |
| Grab & Go | Turkey Pesto Sandwich | Regular | 8.75 |
| Grab & Go | Veggie Breakfast Burrito | Regular | 8.25 |
| Grab & Go | Veggie Breakfast Sandwich | Regular | 7.25 |
| Grab & Go | Z Adaptogen Cacao Chia | Regular | 8.95 |
| Grab & Go | Z Superfruit Chia | Regular | 7.95 |
| Snacks | BARE ORGANIC APPLE CHIP | Regular | 2.45 |
| Snacks | BBQ Kettle Chips | 5oz | 2.99 |
| Snacks | BBQ Kettle Chips | 2oz | 1.50 |
| Snacks | Baceae Chocolate Berry Bar | Regular | 6.00 |
| Snacks | Baceae Chocolate Coffee Cru | Regular | 6.00 |
| Snacks | Baceae Granola Bar | Regular | 6.00 |

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**EXHIBIT A – PRICING/ RATE SHEET**

| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | Baked Pita Chips | Sea Salt | 2.00 |
| Snacks | Baked Pita Chips | Rosemary | 2.00 |
| Snacks | Barnana Plantain Chips | Regular | 6.00 |
| Snacks | Bear Fruit Roll-ups | Raspberry | 2.00 |
| Snacks | Bear Fruit Roll-ups | strawberry | 2.00 |
| Snacks | Bear Fruit Roll-ups | Mango | 2.00 |
| Snacks | Bearclaw Bar | Chocolate Hour | 4.25 |
| Snacks | Bearclaw Bar | Nutty Morning | 4.25 |
| Snacks | Beef Jerky, Baja Vida, 2.5 oz | Regular | 8.95 |
| Snacks | Best Fronds Forever | Regular | 8.00 |
| Snacks | Big Spoon Roasters - Cherry | default | 2.50 |
| Snacks | Big Spoon Roasters - Cranbe | default | 2.50 |
| Snacks | Big Spoon Roasters - Lemon | default | 2.99 |
| Snacks | Blue Corn Tortilla Chips | Regular | 4.99 |
| Snacks | Blue Dinosaur Cocoa Mint | Regular | 2.99 |
| Snacks | Blue Dinosaur Wild Apricot | Regular | 2.99 |
| Snacks | Cacao & Sea Salt Sprouted A | Regular | 3.49 |
| Snacks | Cherry Berry Nut Medley | 1.5oz | 3.49 |
| Snacks | Chocolate Almonds | Regular | 6.50 |
| Snacks | Chocolate Date Bars - Triple | | 3.99 |
| Snacks | Christie's - Christie's Sea Sal | default | 5.99 |
| Snacks | Christie's - Sour Cream and | default | 5.99 |
| Snacks | Christie's Nacho Potato Chip | default | 3.95 |
| Snacks | Christie's Sea Salt and Vineg | default | 3.95 |
| Snacks | Coffee-Soaked Sprouted Alm | Regular | 3.49 |
| Snacks | Corn Chips, Have'A | Regular | 5.95 |
| Snacks | Creminelli’s Charcuterie | Regular | 8.75 |
| Snacks | Creminelli’s Charcuterie | Proscuitto & Moza | 8.75 |
| Snacks | Creminelli’s Charcuterie | Prosciutto\ Moz\Gr | 8.75 |
| Snacks | Creminelli’s Charcuterie | Sopressata & Jack | 8.75 |
| Snacks | Cult Crackers - Classic Seed | default | 8.00 |
| Snacks | Cult Crackers - Crunchy Cas | default | 8.00 |
| Snacks | Delisnacks - Apple Chips | | 6.75 |
| Snacks | Delisnacks - Beet Chips | | 6.75 |
| Snacks | Delisnacks - Sweet Potato C | | 6.75 |
| Snacks | Dill Pickle Kettle Chips | 5oz | 2.99 |
| Snacks | Dill Pickle Kettle Chips | 2oz | 1.50 |
| Snacks | Earnest Eats - Snacking Avo | default | 5.00 |

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**EXHIBIT A – PRICING/ RATE SHEET**

| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | Earnest Eats - Snacking Avo | default | 5.00 |
| Snacks | Eden's Sweet Ideas | Pistachio Coconut | 6.95 |
| Snacks | Eden's Sweet Ideas | Peanut Chocolate | 6.95 |
| Snacks | Eden's Sweet Ideas | Coconut Chia | 6.95 |
| Snacks | Eden's Sweet Ideas | Figs Walnut | 6.95 |
| Snacks | Elma Farms - Oloves - Lem | default | 1.50 |
| Snacks | Elma Farms - Oloves - Basil | default | 2.50 |
| Snacks | Elma Farms - Oloves - Chili | default | 2.50 |
| Snacks | Endorphin Chocolate | Tumeric Golden Mi | 5.99 |
| Snacks | Endorphin Chocolate | Ginger Rose | 5.99 |
| Snacks | Endorphin Chocolate | Extra Dark & Salt | 5.99 |
| Snacks | Endorphin Chocolate | Coconut Mylk | 5.99 |
| Snacks | Endorphin Chocolate | Turkish Coffee | 5.99 |
| Snacks | Freeze Dried Avocado | Everything | 4.99 |
| Snacks | Freeze Dried Avocado | Sea Salt Lime | 4.99 |
| Snacks | Friendly Grains Rollers | Regular | 5.50 |
| Snacks | Fruit Bliss | Regular | 7.50 |
| Snacks | Giddy Up Nuts - 6 oz Coffee | default | 9.00 |
| Snacks | Giddy Up Nuts - 6 oz Lemon | default | 9.00 |
| Snacks | Giddy Up Nuts - 6 oz Rosem | default | 9.00 |
| Snacks | Gwell - Energize Japanese M | default | 6.00 |
| Snacks | Gwell - Rest Black Forest Ch | default | 6.00 |
| Snacks | Gwell - Restore Pineapple an | default | 6.00 |
| Snacks | Hedgehog in the Fog | Regular | 8.00 |
| Snacks | Hen of the Woods - Butterm | default | 3.99 |
| Snacks | Hen of the Woods - Carolina | default | 3.99 |
| Snacks | Hen of the Woods - Red Win | default | 3.99 |
| Snacks | Hen of the Woods - Sea Salt | default | 3.99 |
| Snacks | Honey Mama's - Coffee Nib | default | 6.50 |
| Snacks | Honey Mama's - Lavender R | default | 6.50 |
| Snacks | Honey Mama's - Salted Almo | default | 6.50 |
| Snacks | Honey Mama's - Tahini Tang | default | 6.50 |
| Snacks | Honey Sriracha Kettle Chips | 5oz | 2.99 |
| Snacks | Honey Sriracha Kettle Chips | 2oz | 1.50 |
| Snacks | Hot Dates | Regular | 7.99 |
| Snacks | Hot Dates | Coffee Hot Date | 8.99 |
| Snacks | Hummus and Pretzel Snack, | Regular | 4.75 |
| Snacks | Hummus, Tribe 8oz. | Regular | 4.95 |

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**EXHIBIT A – PRICING/ RATE SHEET**

| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | IQBar Almond Butter Chip | Regular | 2.49 |
| Snacks | IQBar Banana Nut | Regular | 2.49 |
| Snacks | IQBar Chocolate Sea Salt | Regular | 2.49 |
| Snacks | IQBar Lemon Blueberry | Regular | 2.49 |
| Snacks | IQBar Matcha Chai | Regular | 2.49 |
| Snacks | IQBar Peanut Butter Chip | Regular | 2.49 |
| Snacks | IQBar Wild Blueberry | Regular | 2.49 |
| Snacks | Jalapeno Queso Kettle Chips | Regular | 1.50 |
| Snacks | Jalapeño Cassava Strips | Regular | 4.99 |
| Snacks | Kettle Chips, 1.5 oz | Backyard BBQ | 3.75 |
| Snacks | Kettle Chips, 1.5 oz | Salt Vinegar | 3.75 |
| Snacks | Kettle Chips, 1.5 oz | Sea Salt | 3.75 |
| Snacks | Kettle Chips, 1.5 oz | Jalapeno | 3.75 |
| Snacks | Lesser Evil, Himalayan Salt | Regular | 7.95 |
| Snacks | Lesser Evil,4.6oz, Cheese | Regular | 6.00 |
| Snacks | MAGICdATES Chocolate | Regular | 5.49 |
| Snacks | MAGICdATES Coconut | Regular | 5.49 |
| Snacks | MAGICdATES Lemon | Regular | 5.49 |
| Snacks | Maddy & Maize - Aged White | default | 8.00 |
| Snacks | Maddy & Maize - Bourbon Ba | default | 8.00 |
| Snacks | Maddy & Maize - Chocolatey | default | 8.00 |
| Snacks | Marin French Petite Breakfas | Regular | 8.00 |
| Snacks | Marin French Petite Camem | Regular | 8.00 |
| Snacks | Marin French Petite Creme | Regular | 8.00 |
| Snacks | Marin French Petite Truffle | Regular | 8.00 |
| Snacks | Mellifera B 3oz Honey | Regular | 8.00 |
| Snacks | NUTSACK | Cashews | 6.50 |
| Snacks | NUTSACK | Premium Mix | 6.50 |
| Snacks | NUTSACK | Metro Mix | 6.50 |
| Snacks | Nomz Almond Energy Bites | Regular | 4.50 |
| Snacks | Nomz Coconut Energy Bites | Regular | 4.50 |
| Snacks | Nomz Hazelnut Energy Bites | Regular | 4.50 |
| Snacks | Nomz Pistachio Energy Bites | Regular | 4.50 |
| Snacks | Noons Banana & Nibs | Regular | 3.99 |
| Snacks | Noons Cacao & Coffee | Regular | 3.99 |
| Snacks | Noons Cacao & Quinoa | Regular | 3.99 |
| Snacks | Noons Cacao Almond | Regular | 3.99 |
| Snacks | Noons Goldenberry, Turmeri | Regular | 3.99 |

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| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | Noons Mango & Cinnamon | Regular | 3.99 |
| Snacks | Noons Pineapple & Cocounut | Regular | 3.99 |
| Snacks | Nora Seaweed Snacks (Origi | Regular | 4.99 |
| Snacks | Nora Seaweed Snacks (Spicy | Regular | 4.99 |
| Snacks | Nut Butter Bar | Regular | 3.95 |
| Snacks | Nut Butter Bar - Almond Ch | Regular | 3.95 |
| Snacks | Nut Butter Bar-Peanut Butt | Regular | 3.95 |
| Snacks | Nutchos Classic | Regular | 5.50 |
| Snacks | Nutchos Guacamole | Regular | 5.50 |
| Snacks | Nutchos Nacho Cheese | Regular | 5.50 |
| Snacks | OH MY GUM! | Mint | 5.50 |
| Snacks | OH MY GUM! | Cinnamon | 5.50 |
| Snacks | OLOVE Olives Basil & Garlic | Regular | 1.98 |
| Snacks | OLOVE Olives Lemon & Rose | Regular | 1.98 |
| Snacks | Olive Snack, Gaea | Regular | 4.75 |
| Snacks | Olli Snack Pack, Genoa | Regular | 6.50 |
| Snacks | Orange Blossom Honey Stix | Regular | 8.00 |
| Snacks | Organic Tortilla Chips | Regular | 4.99 |
| Snacks | Pita Chips, Stacey's,7.3 oz | Regular | 6.75 |
| Snacks | Plantain Sea Salt 4.5oz | Sea Salt | 4.99 |
| Snacks | Plantain Sea Salt 4.5oz | Naturally Sweet | 4.99 |
| Snacks | Plantain Sea Salt 4.5oz | BBQ | 4.99 |
| Snacks | Poshi Artichokes | Regular | 1.99 |
| Snacks | Poshi Asparagus | Regular | 1.99 |
| Snacks | Poshi Cauliflower | Regular | 1.99 |
| Snacks | Pulp Chips Barbecue | Regular | 5.49 |
| Snacks | Pulp Chips Jalapeno Lime | Regular | 5.49 |
| Snacks | Pulp Chips Salt 'N' Vinegar | Regular | 5.49 |
| Snacks | Pulp Chips Sea Salt | Regular | 5.49 |
| Snacks | Revol Snacks Matcha | Regular | 6.99 |
| Snacks | Revol Snax Dark Chocolate | Regular | 6.99 |
| Snacks | Revol Snax Snickerdoodle | Regular | 6.99 |
| Snacks | Roberts Ferry Gourmet | Kettle Corn | 9.95 |
| Snacks | Roberts Ferry Gourmet | Dried Mango | 6.95 |
| Snacks | Roberts Ferry Gourmet | Salted Almonds | 6.50 |
| Snacks | Roberts Ferry Gourmet | 2 oz. Apricots | 7.50 |
| Snacks | Roberts Ferry Gourmet | Mixed Nuts | 7.50 |
| Snacks | Roberts Ferry Gourmet | Salted Cashews | 7.50 |

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**EXHIBIT A – PRICING/ RATE SHEET**

| Categories | Item Name | Variation Name | Price |
|---|---|---|---|
| Snacks | Roberts Ferry Gourmet | Workout Mix | 7.50 |
| Snacks | Rosemary Garlic Kettle Chips | Regular | 1.50 |
| Snacks | Russet Kettle Chips | Regular | 2.99 |
| Snacks | Russet Kettle Chips | 2oz | 1.50 |
| Snacks | Salsa, Green Chile | Regular | 2.75 |
| Snacks | Sea Salt & Balsamic Vinegar | 2oz | 1.50 |
| Snacks | Sea Salt Kettle Chips | Regular | 2.99 |
| Snacks | Sea Salt Kettle Chips | 2oz | 1.50 |
| Snacks | Shar Trail Mix | Regular | 8.99 |
| Snacks | Smpl Beauty Bites | Regular | 5.99 |
| Snacks | Smpl Detox Bites | Regular | 5.99 |
| Snacks | Stroopwafels | Single | 1.50 |
| Snacks | Terra Root Veg Chips | Regular | 3.75 |
| Snacks | Thick Tortilla Chips | Regular | 4.99 |
| Snacks | Thin Tortilla Chips | Regular | 4.99 |
| Snacks | Tillmans Tranquils Cinnamon | Regular | 9.99 |
| Snacks | Tillmans Tranquils Peppermi | Regular | 9.99 |
| Snacks | Union Snacks Chorizo Crisps | Regular | 7.99 |
| Snacks | Union Snacks Genoa Crisps | Regular | 7.99 |
| Snacks | Union Snacks Pepperoni Cris | Regular | 7.99 |
| Snacks | Vaxa Bar Beet Coco | Regular | 3.99 |
| Snacks | Vaxa Bar Blueberry | Regular | 3.99 |
| Snacks | Wai Lana Cassava Chips | herb & garlic | 6.00 |
| Snacks | Wai Lana Cassava Sea Salt | Regular | 6.00 |
| Snacks | Wildflower Honey (3oz) | Regular | 8.00 |
| Snacks | Wildflower Honey Stix | Regular | 8.00 |
| Tea | Tea | 12oz | 4.50 |
| Tea | Tea | 16oz | 4.50 |
| Tea | Tea Scoop | Regular | 7.50 |
| Tea, Loose Le | Jasmin blossom | Regular | 4.25 |