



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No.: A-12428; Construction No. 2013-001

Upon motion of Supervisor Parker, seconded by Supervisor Potter, and carried by those members present, the Board of Supervisors hereby:

- a. Awarded annual construction contract to Nor-Cal Contractor, lowest, responsive bidder, in an amount not to exceed \$150,000 for the annual maintenance of park roadways at Laguna Seca Recreation Area, for the calendar year ending December 31, 2013, Bid No.10407;
- b. Rejected the bid protest by Don Chapin Company; and
- c. Authorized the Chair of the Board to sign the contract on behalf of the County.

PASSED AND ADOPTED on this 9th day of April 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on April 9, 2013.

Dated: April 17, 2013  
File Number: 13-0294

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By *Denise Hancock*  
Deputy

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

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

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

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

Annual Maintenance and Repair of Park Roadways at Laguna Seca Recreation Area BID NO. 10407 for Calendar year 2013 (January 1, 2013 through December 31, 2013)  
in strict compliance with the contract documents as specified in Article 4 below.

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

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

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

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

- Bid, as accepted
- Designation of Subcontractors
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Agreement
- Performance Bond
- Payment Bond for Public Works
- Standard Specifications of the State of California
- Special Provisions
- Addenda No.
- Drawings
- Affidavit Concerning Employment of Undocumented Aliens
- Noncollusion Affidavit

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

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

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

County:  
Monterey County Parks Department  
Salinas, CA 93915  
Phone: (831) 755-4895  
Fax: (831) 755-4914

Contractor:  
Nor-Cal Contractor  
260 Espinosa Road, Salinas, CA 93907  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties.

CONTRACTOR:

Norcal Contractor  
Contractor's Business Name  
By Arnaldo Gonzalez  
Arnaldo Gonzalez, owner  
Name and Title

Dated: 3-13-2013  
By: \_\_\_\_\_  
Name and Title

Dated: \_\_\_\_\_

COUNTY:

By: Second Anne  
Title: Chair, Monterey County Board of Supervisors  
Dated: 4-9-2013

APPROVED AS TO FORM:

[Signature]  
Deputy County Counsel

[Signature] 3-20-13  
Gary Giboney, Auditor-Controller

RISK MANAGEMENT  
COUNTY OF MONTEREY  
Mike Dom, Contractors and Purchasing Manager

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE  
[Signature]  
Steve S. Mauck, Risk Manager

By: Andin Schumaker 3-22-13  
Date

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

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 3/14/2013 before me, Rebecca Overby, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared P. Bewley  
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 [Handwritten 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 the form to another 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: \_\_\_\_\_

- 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

Top of thumb here

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA**  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

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

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

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

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

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

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

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

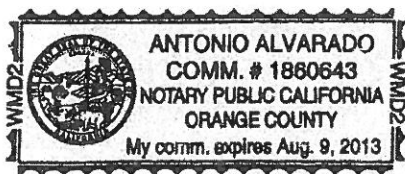
By: *Daniel Young*  
Daniel Young, Senior Vice-President

By: *Gregg N. Okura*  
Gregg N. Okura, Vice-President

State of California  
County of Orange

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

personally appeared Daniel Young and Gregg N. Okura  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public

CERTIFICATE

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

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

By: *Mark J. Lansdon*  
Mark J. Lansdon, Assistant Secretary

Bond Number: 784285P  
Premium included in  
Performance bond.

**PAYMENT BOND FOR PUBLIC WORKS**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the County of Monterey, (hereinafter designated as "Public Entity") on \_\_\_\_\_  
2013, has awarded Nor-Cal Contractor  
(hereinafter designated as the "Principal") a contract for the work described as follows:

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

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and Developers Surety and Indemnity Company  
as Surety, are held and firmly bound unto the Public Entity in the penal sum of  
One Hundred Fifty Thousand and no/100\*\*\*\*\* Dollars (\$ 150,000.00\*\*\*\*\*),  
lawful money of the United States of America, for the payment of which sum 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to such work and labor the survey or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, court costs, expert witness fees and investigation expenses.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond and that this bond be construed most strongly against the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the  
14th day of March, 2013

Nor-Cal Contractor  
Principal  
by [Signature]  
Developers Surety and Indemnity Company

Surety  
by [Signature]  
Peggy Roy, Attorney-in-Fact

(Attach required  
acknowledgments)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 3/14/2013 before me, Rebecca Overby, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared P. Bewley  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## 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 the form to another 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: \_\_\_\_\_

- 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
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- Other: \_\_\_\_\_

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RIGHT THUMBPRINT  
OF SIGNER

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**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

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

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

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

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

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

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

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

By: *Daniel Young*  
Daniel Young, Senior Vice-President

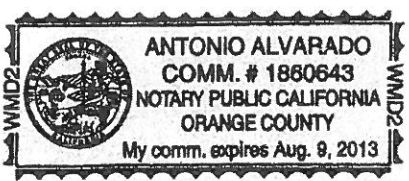
By: *Gregg N. Okura*  
Gregg N. Okura, Vice-President



State of California  
County of Orange

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

personally appeared Daniel Young and Gregg N. Okura  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.  
Signature *Antonio Alvarado*  
Antonio Alvarado, Notary Public

CERTIFICATE

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

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

By: *Mark J. Lansdon*  
Mark J. Lansdon, Assistant Secretary

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2013

PRODUCER Phone: (977) 306-3057 Fax: (916) 685-3904  
COMMPRO INSURANCE SERVICES, INC.  
9056 LOCUST STREET STE B1  
ELK GROVE CA 95824

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
NOR-CAL CONTRACTOR  
260 ESPINOZA ROAD  
SALINAS CA 93907

Agency Lic#: 0E44237

INSURER A: ASSOCIATED INDUSTRIES INSURANCE COMP  
INSURER B: CENTURY NATIONAL  
INSURER C: NATIONAL UNION FIRE INSURANCE COMPANY  
INSURER D: STATE COMPENSATION INSURANCE FUND  
INSURER E:

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR / ADDL LTR / INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	AES1022623	05/13/12	05/13/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				
B	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP0175658	05/11/12	05/11/13	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ AGG \$
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	EBU 024084844	06/12/13	05/13/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DEDUCTIBLE RETENTION \$ 0				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	000823-506439-2011	08/04/12	08/04/13	WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE-EA EMPLOYEE \$ 1,000,000 E L DISEASE-POLICY LIMIT \$ 1,000,000
	OTHER:				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS  
MONTEREY COUNTY PARKS, ITS OFFICERS, AGENTS AND EMPLOYEES, AGENTS AND REPRESENTATIVES ARE LISTED AS ADDITIONAL INSURED.  
PROJECT: ANNUAL MAINTENANCE AND REPAIR LAGUNA SECA RECREATION AREA

### CERTIFICATE HOLDER

COUNTY OF MONTEREY  
CONTRACT PURCHASING  
183 W ALISAL 3RD FLOOR  
SALINAS, CA. 93901

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

  
Tal Crump

Attention:

Policy: AES1022623

COMMERCIAL GENERAL LIABILITY  
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. 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
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: AES1022623

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ALL PERSONS OR ORGANIZATIONS WHERE WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRES ADDITIONAL INSURED COMPLETED OPERATIONS. THIS FORM DOES NOT APPLY TO YOUR WORK ON "RESIDENTIAL PROPERTY"</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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".

POLICY NUMBER: AES1022623

COMMERCIAL GENERAL LIABILITY  
NX GL 009 08 09

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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

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

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

Paragraph 4. of SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following

**4. Other Insurance:**

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

POLICY NUMBER: AES1022623

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

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

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.


**CENTURY-NATIONAL** INSURANCE COMPANY

P.O. Box 3999 - North Hollywood, CA 91609-0599  
 For Service Call Your Broker. For Claims Call: 800-733-1980

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Waiver of Subrogation**

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

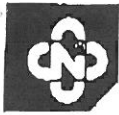
**CERTIFICATE HOLDER**

\$100

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.


**CENTURY-NATIONAL** INSURANCE COMPANY

 P.O. Box 3999 • North Hollywood, CA 91609-0599  
 For Service Call Your Broker. For Claims Call: 800-733-1980

 CHAIX & ASSOC INS BROKERS INC  
 41 CORPORATE PARK STE 310  
 IRVINE CA 926065181

 ARNOLDO GONZALEZ  
 NOR-CAL CONTRACTOR  
 260 ESPINOZA ROAD  
 SALINAS CA 93907

(949) 722-4177

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

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

### Additional Insured Endorsement

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

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

### ADDITIONAL INSURED

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

Labor Code Section 3700 in relevant part provides:

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

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

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

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

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