

## 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 2016-01.
- ☒ PROJECT NO. JOC, BID NO. FACILITIES 2016-02
- ☐ PROJECT NO. JOC, BID NO. FACILITIES 2016-03

### 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. 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:

<b><u>ADJUSTMENT FACTORS</u></b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ADJUSTMENT FACTORS</b>
1.	<b>Normal Working Hours–General Facilities</b> 7 a.m. to 5 p.m. Monday through Friday	1.1400
2.	<b>Other than Normal Working Hours–General Facilities</b> Hours outside of Normal Working Hours including all day Saturday, Sunday, and County Holidays	1.1450
3.	<b>Normal Working Hours – Detention Facilities</b> 7 a.m. to 5 p.m. Monday through Friday	1.1600
4.	<b>Other than Normal Working Hours–Detention Facilities</b> Hours outside of Normal Working Hours including all day Saturday, Sunday, and County Holidays	1.1800

The Minimum Contract Value is \$25,000. Contractor will receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$4,659,196 for the **JOC FACILITIES** ☐ 2016-01 or ☒ 2016-02 or ☐ 2016-03. 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.

### 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 documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- 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 2016-01, FACILITIES 2016-02, FACILITIES 2016-03**
- Project Specifications 2016
- Construction Task Catalog® 2016
- Technical Specifications 2016
- As issued, Addenda Nos:

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.

**COUNTY OF MONTEREY**

By: [Signature]

Name: Benny J. Young

Title: Interim RMA Deputy Director of Public Works & Facilities

Date: 11/7/16

**APPROVED AS TO FORM**

**CONTRACTS/PURCHASING**

By: \_\_\_\_\_

Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: \_\_\_\_\_

**APPROVED AS TO FORM & LEGALITY**

**OFFICE OF THE COUNTY COUNSEL**

By: [Signature]

Mary Grace Perry, Deputy County Counsel

Date: 11-3-16

**APPROVED AS TO FISCAL TERMS**

**COUNTY AUDITOR-CONTROLLER**

By: [Signature]

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 11-4-16

**APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS**

**APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE**

By: [Signature]

Name: Steven F. Mauck

11-4-16

**STAPLES CONSTRUCTION COMPANY INC.**

By: [Signature]

Name: David Staples

(Type/Print Name of Signatory)

Title: President

Date: 10/14/16

& By: [Signature]

Name: Tonya R. Staples

(Type/Print Name of Signatory)

Title: Secretary/Treasurer

Date: 10/14/16

**COMPANY ADDRESS:**

STAPLES CONSTRUCTION COMPANY INC

1501 EASTMAN AVE.

VENTURA CA 93003

Contractor's License Type: B, A

License Number: 710039

License Expiration Date: 07/31/2017

**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/P O BOX 26000/ SACRAMENTO CA 95826

**INSTRUCTIONS:** If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of two (2) officers authorized to sign per California Corporations Code Section 313 and the document shall bear the corporate seal; 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 its Managing Members; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and, if bidder is an individual, his/her signature shall be placed above.

**Title:** Risk Manager

**Date:** \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2016

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 Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200 E-MAIL ADDRESS: dirwin@tolmanandwiker.com
INSURED Staples Construction Co., Inc. 1501 Eastman Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE INSURER A: First Mercury Ins Co 10657 INSURER B: Liberty Ins. Underwriters Inc. 19917 INSURER C: Everest National Ins Co 010120 INSURER D: AGCS Marine Ins Co 22837 INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 16/17 GL/XS/WC/COC-

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			WA-CGL-0000051492-02 Excludes all WRAP/OCIP Work	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000079330-03	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600002943161	8/1/2016	8/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D	Installation/Builders Risk			SML93034712	8/23/2016	8/23/2017	Limit: 1,250,000 Temp Loc & Transit: 250,000

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

Job: JOC Facilities 2016-02 - #1443

GL: The County of Monterey, its officers, agents and employees are Additional Insured as respects to the above referenced job per CG20100413 and CG20370413. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per FMICGL1002102012. GL/WC: A Waiver of Subrogation is included in favor of the Certificate Holder per (GL) CG24040509 and (WC) WC040306. Endorsements apply only when required by written contract during the policy term.

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey Contract & Purchasing Services Division RMA - Public Works 168 W. Alisal Street Floor2 Salinas, CA 93901	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 Greg Anderson/DEBBII <i>Greg Anderson</i>
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

**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
As required by written contract signed by both parties prior to the loss.	All locations

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:

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.



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 by both parties prior to the loss.	Coverage under this endorsement applies only to "Commercial Construction".  "Commercial Construction" means all construction activity that is not "Residential Construction".  "Residential Construction" means all construction activity performed on townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes, and single-family detached housing that is intended to be, will be, or is maintained or sold for the purpose of being used by natural persons as a dwelling, and includes any associated improvements to real property, infrastructure improvements, grading, excavating, utility work, road paving, curb, or sidewalk work.
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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement modifies insurance provided under the following:

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

To the extent that this insurance is afforded to any additional insured under this policy, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, is deleted in its entirety and replaced with the following condition:

#### 4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective 02/01/2016

Policy No.  
WA-CGL-0000051492-02

Endorsement No.

Named Insured

Countersigned by \_\_\_\_\_

FMIC-GL-1002(10/2012)

POLICY NUMBER: WA-CGL-0000051492-02

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:

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.



## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

**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 THE  
NAMED INSURED HAS AGREED BY WRITTEN  
CONTRACT TO FURNISH THIS WAIVER

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: 08/01/2016

Policy No. 7600002943161

Endorsement No. 001

Insured: Staples Construction Company Inc

Insurance Company: Everest National Insurance Company

Premium \$ INCL.

Countersigned By: \_\_\_\_\_

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/12/16**PRODUCER**STACK INSURANCE AGENCY INC  
445 ROSEWOOD AVE SUITE M  
CAMARILLO, CA 93010  
805-987-7640

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**STAPLES CONSTRUCTION COMPANY INCORPORATED  
1501 EASTMAN AVE  
VENTURA, CA 93003

INSURER A: ALLSTATE INSURANCE CO

INSURER B:

INSURER C:

INSURER D:

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 ADD'L LTR INSRID	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> 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	050292179	07/12/16	07/12/17	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

JOB 1443 COUNTY OF MONTEREY  
JOC 2016-02 FACILITIES**CERTIFICATE HOLDER** ☒THE COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS  
168 W. ALISAL ST., FLOOR 2  
SALINAS, CA 93901-2438**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

ALLSTATE INSURANCE COMPANY  
Home Office Northbrook, Illinois  
Calendar Date 10/12/2016

COMMERCIAL AUTO POLICY

Policy Number: 050292179 07/12  
CALIFORNIA

BUSINESS NAME: STAPLES CONSTRUCTION COMPANY INC  
BUSN ADDRESS: 1501 EASTMAN AVE  
CITY: VENTURA ST: CA ZIP: 93003  
BUSINESS PHONE : ( 805) 658 -8786

POLICY ADDITIONAL INSURED

Dir Code: 000000

Name: The County of Monterey, its officers, agents and employees are named as additional insureds.

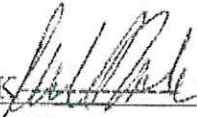
ADDRESS: 168 West Alisal St., Floor 2

CITY: Salinas STATE: CA ZIP: 93901-2438

THIS REQUEST IS SUBJECT TO POLICY TERMS AND IS EFFECTIVE  
ONLY IF THE POLICY NOTED IS CURRENTLY IN FORCE

EFFECTIVE 12:01 AM 10/12/2016

Notice: it is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

-----RICK STACK  NO: 073044 LOC: C11 BUS: 805-987-7640  
AGENT's Signature Agent's Phone#



COMMERCIAL AUTO  
AA CW 23 09 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT**

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Endorsement Effective: 07-12-2016	Countersigned By:  (Authorized Representative)
Named Insured: STAPLES CONSTRUCTION CO., INC.	

**SCHEDULE**

<b>Name of Person(s) or Organization(s):</b> THE COUNTY OF MONTEREY RMA PUBLIC WORKS ATTN: RITA HICKMAN 168 W ALISAL ST FL 2 SALINAS, CA USA 939012487
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is modified by this endorsement, only as it applies to any coverage provided to the person or organization designated in the schedule of this endorsement and only to the extent that such person or organization qualifies as an "insured" under this policy.

If the named insured has entered into an agreement with the person or organization designated in the Schedule of this endorsement, which requires that the insurance available to them under this policy be applied on a primary and non-contributory basis, the following provision applies:

Any coverage provided under this policy to the person or organization designated in the Schedule of this endorsement is primary, and we will not seek contribution from any other Automobile Liability insurance otherwise available to the designated person or organization.

Includes copyrighted material of Insurance Services Office, Inc., with its permission