

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 14-142765

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and Central Striping Service, Inc, hereinafter called the "Contractor," WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

CASTROVILLE BOULEVARD PAVEMENT DELINEATION

PROJECT NO. 14-142765

State Project No: 0513000081L-N

Federal Aid Project No: HRRRL-5944(114)

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:

(a) The Standard Specifications, dated May 2010, and the Standard Plans, dated May 2010, including issued revision through November 15, 2013, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

CASTROVILLE BOULEVARD PAVEMENT DELINEATION
NEAR COMMUNITY OF CASTROVILLE FROM STATE ROUTE 156

TO SAN MIGUEL CANYON ROAD

PROJECT NO. 14-142765

State Project No: 0513000081L-N

Federal Aid Project No: HRRRL-5944(114)

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds required

(f) Federal Wage Rates

(g) Certificate of Insurance

(h) The accepted bid/proposal including the following:

- (1) List of Subcontractors
- (2) Equal Employment Opportunity Certification
- (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
- (4) Noncollusion Declaration
- (5) Debarment and Suspension Certification
- (6) NonLobbying Certification For Federal-Aid Contracts
- (7) Disclosure of Lobbying Activities
- (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
- (9) Statement Concerning Employment Of Undocumented Aliens
- (10) Contractor's Certificate As To Worker's Compensation
- (11) Waiver For Payment Adjustment For Price Index Fluctuations
- (12) List of Satisfied Public Agencies
- (13) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
- (14) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
- (15) Exhibit 15-H DBE Information-Good Faith Efforts
- (16) Bidder's Bond

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

CASTROVILLE BOULEVARD PAVEMENT DELINEATION
 PROJECT NO. 14-142765
 State Project No: 0513000081L-N
 Federal Aid Project No: HRRRL-5944(114)

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
1	120090		Construction Area Signs	LS	1	\$4,500.00	\$4,500.00
2	120100	S	Traffic Control System	LS	1	\$25,500.00	\$25,500.00

Item No.	Item Code	F S	Description	Unit	Quantity	Unit cost	Amount
3	130100		Job Site Management	LS	1	\$5,000.00	\$5,000.00
4	130200		Prepare Water Pollution Control Program	LS	1	\$2,800.00	\$2,800.00
5	150714		Remove Thermoplastic Traffic Stripe	LF	11,456	\$0.35	\$4,009.60
6	150715		Remove Thermoplastic Pavement Marking	SQFT	1,792	\$2.00	\$3,584.00
7	150722		Remove Pavement Marker	EA	332	\$1.00	\$332.00
8	160102		Clearing and Grubbing	LS	1	\$4,000.00	\$4,000.00
9	374002		Asphaltic Emulsion (Fog Seal Coat)	TON	16	\$900.00	\$14,400.00
10	840504	S	4" Thermoplastic Traffic Stripe	LF	117,607	\$0.30	\$35,282.10
11	840506	S	8" Thermoplastic Traffic Stripe	LF	2,630	\$0.60	\$1,578.00
12	840515	S	Thermoplastic Pavement Marking	SQFT	2,504	\$5.00	\$12,520.00
13	840525	S	4" Thermoplastic Traffic Stripe (Broken 36-12)	LF	1,382	\$0.20	\$276.40
14	840526	S	4" Thermoplastic Traffic Stripe (Broken 17-7)	LF	145	\$0.20	\$29.00
15	850101	S	Pavement Marker (Non-reflective)	EA	13,341	\$1.50	\$20,011.50
16	850111	S	Pavement Marker (Retroreflective)	EA	2,824	\$3.00	\$8,472.00
TOTAL COST						\$ 142,294.60	

F – Final Pay Item
S – Specialty Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

Central Striping Service, Inc.
(Name of Company)

By: [Signature]
Signature of Chair, President, or Vice-President

James Lesniewski, President
Printed Name and Title

Date: 4/16/14

By: [Signature]
Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

Geri Lesniewski, Secretary
Printed Name and Title

Date: 4/14/14

COUNTY OF MONTEREY:

By: [Signature]
Name: Robert K. Murdoch, P.E.
Title: Director of Public Works
Dated: 4/10/14

APPROVE AS TO FORM

By: [Signature]
Name: Cynthia L. Hasson
Title: Deputy County Counsel
Date: 4-24-14

APPROVE AS TO FISCAL TERMS

By: [Signature]
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: 5/2/14

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE

RISK MANAGEMENT

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

INSURANCE LANGUAGE

By: [Signature]
Title: Risk Manager
Date: 5-8-14

*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.

COUNTY OF MONTEREY

Bond Number: PB11853900059

Premium: \$3,346.00

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, Central Striping Service, Inc. as Contractor, a contract for the following project:

CASTROVILLE BOULEVARD PAVEMENT DELINEATION

PROJECT NO. 14-142765

State Project No: 0513000081L-N

Federal Aid Project No: HRRRL-5944(114)

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 Central Striping Service, Inc., as Principal, and Philadelphia Indemnity 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 Hundred Forty-Two Thousand, Two Hundred Ninety-Four Dollars & 60/100*** Dollars (\$ 142,294.60), 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 defend, indemnify 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 County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and County of Monterey, and make

available as work progresses (even though there should be a default or a 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 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 attorney's 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 21st day of April, 2014, 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)

Central Striping Service, Inc.

Principal

By 

Name and Title Jim Harr Controller

(Corporate Seal)

Philadelphia Indemnity Insurance Company

Surety

By 

Name and Title Sandra R. Black, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

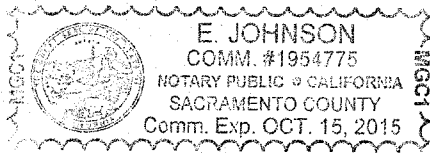
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 4-21-14 before me, E. Johnson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sandra R. Black
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 E. Johnson
Signature of Notary Public E. Johnson

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 or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

- 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:
Philadelphia Indemnity
Insurance Company

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:

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Sharon J. Busconi and Sandra R. Black OF THE CITY OF SACRAMENTO, STATE OF CALIFORNIA, LESRON INSURANCE AGENCY, its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$7,500,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

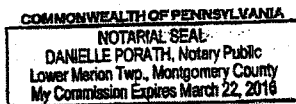
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

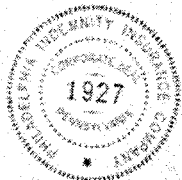
My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of April 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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 WHERE OF the above-bounden parties have executed this instrument under their several seals this 21st day of April, 20 14, 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)

Central Striping Service, Inc.

Principal

By 

Name and Title Jim Harr, Controller

(Corporate Seal)

Philadelphia Indemnity Insurance Company

Surety

By 

Name and Title Sandra R. Black, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 4-21-14 before me, E. Johnson, Notary Public,
Date Here Insert Name and Title of the Officer

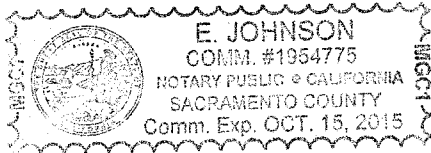
personally appeared Sandra R. Black
Name(s) of Signer(s)

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 E. Johnson
Signature of Notary Public E. Johnson



Place Notary Seal Above

OPTIONAL

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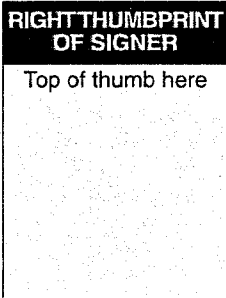
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

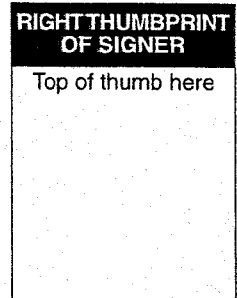
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Philadelphia Indemnity
Insurance Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Sharon J. Busconi and Sandra R. Black OF THE CITY OF SACRAMENTO, STATE OF CALIFORNIA, LESRON INSURANCE AGENCY, its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$7,500,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

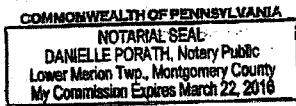
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of April 2014

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

