## **AGREEMENT**

Division 00500

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and California Plus Engineering, Inc., hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is February 10, 2015.

THE COUNTY AND THE CONTRACTOR hereby agree as follows:

## ARTICLE 1. SCOPE OF WORK.

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the 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. The County has published a Construction Task Catalog<sup>®</sup> (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. The 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, for each Job Order will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Detailed Scope of Work to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. The County will review the 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 Scope of Work.

The CONTRACTOR shall, within the time stipulated, perform the contract 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. NMC 2014-01.** 

## ARTICLE 2. TIME FOR START AND COMPLETION.

Contract Time commences upon the written execution of the Contract by County and shall end either one year from the date signed by county or upon the payment by County to Contractor of the maximum amount payable under this Agreement, whichever occurs earlier. 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 will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed.

## ARTICLE 3. ADJUSTMENT FACTORS

County shall pay Contractor the Job Order Sum for completion of Work in accordance with Contract Documents and the Detailed Scope of Work described in each Job Order multiplied by the following Adjustment Factors:

## ADJUSTMENT FACTORS

ITEM	DESCRIPTION	ADJUSTMENT FACTORS
1.	OSHPD 1 Normal Working Hours	1.2000
2.	OSHPD 1 Other than Normal Working Hours	1.2200
3.	Normal Working Hours	1.1700
4.	Other than Normal Working Hours	1.1900

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 \$4,550,000 for JOC NMC 2014-01. County does not guarantee Contractor will receive this volume of Work. County may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will Contractor be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until County has accepted the Work described in the Job Order by recordation of a Notice of Completion. Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value.

## 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 Contractors
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Statement of Bidder's Qualifications
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate

- Division 00710 General Conditions, Bid No. NMC 2014-01, NMC 2014-02, NMC 2014-03
- Project Manual
- Construction Task Catalog® Sept. 2014
- Technical Specifications
- As issued, Addenda No: NA

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.

CONT	RACTOR:		
Ву:	California Plus Engineering, Inc. (Name of Company)  Signature of Chair, President, or Vice-President	Ву:	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*
	Rey Fard, President Printed Name and Title		Fay Hojjat, Asst. Treasurer Printed Name and Title
Date:	02/04/2015	Date:	02/04/2015
COUN	TY OF MONTEREY:		
Ву:		Ву:	APPROVE AS TO FISCAL TERMS
Name:	Dr. Kelly O'Keefe, M.D.	Name:	Gary Giboney
Title:	Natividad Medical Center CEO	Title:	Chief Deputy Auditor-Controller
Dated:		Date:	
	APPROVE AS TO FORM		APPROVE AS TO FORM & LEGALITY
By:	m Cle	By:	ab
Name:	Fin I love	Name:	Anne Brereton
Title:	NMC Purchasing Manager	Title:	Deputy County Counsel
Date:	J-19-14	Date:	Jeb 12 2015

Date: 02/04/2015

To: Mr. Brian Griffin, Project Specialist / Interim Physical Plant Manager County of Monterey, Natividad Medical Center 1441 Constitution Blvd. Salinas, CA 93906

Re: Contract Documents for JOC, BID NO.NMC 2014-01

Dear Mr. Griffin;

Attached please find two original copies of Contract Agreement, One original Payment Bond and One Original Performance Bond, Certificates of Workers Compensation Insurance, Liability Insurance and Automobile Insurance with required endorsements, One copy of California Form 590 and one Copy of County of Monterey – Vendor Data Record.

We look forward to be of further service to Natividad Medical Center.

Respectfully Submitted.

Rey Fard, President

## CALIFORNIA NON-RESIDENT WITHHOLDING REQUIREMENTS

California has withholding requirements for non-residents who:

- Perform services as an independent contractor for a California business
- Are shareholders who receive distributions of California source income from S Corporations
- Are partners who receive distributions of California source income from partnerships
- Are members who receive distributions of California source income from LLCs
- Receive trust or estate distributions of California source income as beneficiaries
- Receive rent payments from California real estate through an agent
- Receive natural resource royalties from California sources
- Receive prizes or winnings for contests in California

This requirement applies to sole proprietorships, partnerships, corporations, LLCs, trusts and estates.

It also applies to agents who collect and pay out rents or royalties.

Withholding applies to all payments. The rate is 7% of the payments that require withholding and is remitted quarterly to California on Form 592. Taxpayers receive an annual document similar to a W-2 that reports the total payments subject to withholding and the amount withheld.

## All vendors supplying services to the County of Monterey shall be subject to this withholding unless one of the following is true:

- The County has a California Form 590 on file
- The vendor submits a Letter from the State of California authorizing a waiver of the Non-Resident Withholding

It is recommended that vendors submit one of these two documents with their W-9 Form via email or fax to:

County of Monterey, Contracts/Purchasing Division Attn: Jessica Rodriguez Fax 831-755-4969 Or

County of Monterey, Contracts/Purchasing Division Attn: Jessica Rodriguez 168 W. Alisal St., 3<sup>rd</sup> Floor Salinas, CA 93901

Please contact the County by calling Jessica Rodriguez at (831) 755-4994 if you require any assistance complying with this requirement.

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CALIFORNIA FORM

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Withholding Exemption Certificate

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

590

Raic Section 18802. This form cannot be used i	of exemption from wage withinstallight	
File this form with your withholding agent.	Withholding agent's name Rey Fard	
(Please type or print)  /endor/Payee's name	Vendor/Payee's ☐ Social security number	Note:
and in discontains	☐ SOS. no. ☐ California corp. no. 🗷 FEIN	Failure to furnish your identification number will
California Plus Engineering, Inc.	7 7 - 0 5 8 3 6 6 7  APT no.   Private Mailbox no.   Vendo	make this certificate void. r/Payee's daytime telephone no.
Vendor/Payee's address (number and street) 1560 W. Hacienda Ave.		8 ) 821-7168
City State	ZIP Code	0 ) 021 / 100
Campbell CA	95008	
certify that for the reasons checked below, the entity or individu withholding requirement on payment(s) made to the entity or ind to the vendor/payee:	al named on this form is exempt from the ividual. Read the following carefully and c	California income tax heck the box that applies
Individuals — Certification of Residency: I am a resident of California and I reside at the address inform the withholding agent. See instructions for Form	shown above. If I become a nonresident 590, General Information D, for the defini	at any time, I will promptly tion of a resident.
Corporations:     The above-named corporation has a permanent place of through the California Secretary of State to do business nia source income to nonresidents when required. If this California or ceases to be qualified to do business in Cations for Form 590, General Information E, for the definitions.	s in California. The corporation will withho s corporation ceases to have a permaner alifornia, I will promptly inform the withhol	Id on payments of Califor- nt place of business in
Partnerships: The above-named partnership has a permanent place of with the California Secretary of State, and is subject to the and will withhold on foreign and domestic nonresident plates above, I will promptly inform the withholding agent. Note like any other partnership.	the laws of California. The partnership will partners when required. If the partnership	file a California tax return ceases to do any of the
☐ Limited Liability Companies (LLC):  The above-named LLC has a permanent place of busin the California Secretary of State, and is subject to the lawithhold on foreign and domestic nonresident members promptly inform the withholding agent.	aws of California. The LLC will file a Califo	ornia tax return and will
Tax-Exempt Entities: The above-named entity is exempt from tax under Califordia source income to nonresidents when requite the withholding agent.	ornia or federal law. The tax-exempt entity ired. If this entity ceases to be exempt from	will withhold on payments m tax, I will promptly inform
Insurance Companies, IRAs, or Qualified Pension/Profit The above-named entity is an insurance company, IRA,	Sharing Plans: , or a federally qualified pension or profit-	sharing plan.
California Irrevocable Trusts: At least one trustee of the above-named irrevocable tru return and will withhold on foreign and domestic nonres dent at any time, I will promptly inform the withholding a	sident beneficiaries when required. If the t	e a California fiduciary tax trustee becomes a nonresi-
Estates — Certification of Residency of Deceased Persol I am the executor of the above-named person's estate. estate will file a California fiduciary tax return and will virequired.	The decedent was a California resident a	t the time of death. The dent beneficiaries when
CERTIFICATE: Please complete and sign below.		
Under penalties of perjury, I hereby certify that the information p conditions change, I will promptly inform the withholding agent.		edge, true and correct. If
Vendor/Payee's name and title (type or print) Rey Fard, Pres	sident	00/04/0045
Vendor/Payee's signature ▶	Date	02/04/2015

## **Instructions for Form 590**

## **Withholding Exemption Certificate**

References in these instructions are to the California Revenue and Taxation Code (R&TC).

#### **General Information**

## A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by FTB that the Form 590 should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-W, Real Estate Withholding Exemption Certificate and Waiver Request for Non-Individuals Sellers.

#### R law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of this state.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

## C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

**Note:** In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It **cannot** be completed by the performing entity's agent or other third party.

**Note:** The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/

payee is a revocable/grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

## D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

**Note:** Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board (FTB) at (800) 852-5711 or (916) 845-6500 (not toll-free).

## E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

## F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested by the FTB.

Note: If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating that he or she is not subject to withholding, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Nonresident Withholding Section. See General Information G.

The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement. Get Instructions for Forms 592, 592-A, and 592-B for due dates and other withholding information.

## G Where to get Publications, Forms, and Additional Information

You can also have nonresident withholding forms faxed to you by calling (800) 998-3676. To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Nonresident Withholding Section.

NONRESIDENT WITHHOLDING SECTION FRANCHISE TAX BOARD PO BOX 651 SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900 (916) 845-4900 (not toll-free) FAX: (916) 845-9512 (24 hours a day, 7 days a week)

Assistance for persons with disabilities: We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments: TTY/TDD (800) 822-6268.

Asistencia bilingüe en español

Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.

## COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

RETURN TO:  2  NAME AND ADDRESS	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 <sup>rd</sup> Floor Salinas, CA 93901 Email: mcvss@co.monterey.ca.us Phone: (831) 755-4990 Fax: (831) 755-4969  VENDOR'S LEGAL NAME (as shown on your income tax return) California Plus Engineering, Inc. BUSINESS NAME / DBA (if different from line 1) 202 Germaine Ave. MAILING ADDRESS ADDITIONAL MAILING ADDRESS Santa Cruz, CA 95056  CITY, STATE, ZIP CODE	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099 and for withholding on payments to nonresident vendors. Promp return of this fully completed form will prevent delays when processing payments.  See Privacy Statement and California Non-Resident Withholding Information on next page.  SELECT NAME TO BE MADE PAYABLE TO  Legal Name Alias/DBA Both  PHONE NUMBER FAX NUMBER  (831) 252-1949 (888) 273-3998  E-MAIL ADDRESS  Reyf@cpeinc.us  REMIT-TO ADDRESS  1560 W. Hacienda Ave.  REMIT-TO CITY, STATE, ZIP CODE  Campbell, CA 95008					
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):		6 7 For Tax ID entry instructions,				
TAX ID  AND  BUSINESS  ENTITY  TYPE	C CORPORATION  S CORPORATION  PARTNERSHIP  EXEMPT PAYEE (e.g., government, non-profit)  OTHER: ▶	TRUST/ESTATE  LIMITED LIABILITY COMPANY (LLC)  C Corporation S Corporation Partnership	note: Payment will not be processed without an accompanying taxpayer I.D.				
	SOCIAL SECURITY NUMBER (SSN):  INDIVIDUAL OR SOLE PROPRIETOR		number.				
PAYMENT TYPE &	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CONTROL SUPPLIES/EQUIPMENT ATTORNEY SERVICE  SERVICES (MEDICAL) LEGAL SETTLEMENT  SERVICES (NON-MEDICAL) RENT/LEASE	S INTEREST					
ACTIVITY	Are you a former employee of the County of Monterey?  Are you a Certified Green Business?	Yes No  Yes No (See Information regarding gree)	n certification on next page)				
5 VENDOR	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page):  CA Form 590 required if your address above in section 2 is a non-CA address						
RESIDENCY STATUS FOR CA TAX PURPOSES	California Non-Resident  Waiver of State withholding from California Franchise Tax Board attached California Form 590 (Withholding Exemption Certificate) attached All services for payments issued are performed OUTSIDE of California No Services are being rendered, only goods are being provided for payment						
6	I hereby certify under penalty of perjury that the informal status change, I will promptly notify the County of Monte Authorized Representative's Name (Type or Print)	tion provided on this document is true and co rey. Title	orrect. Should my residency				
CERTIFYING SIGNATURE	Rey Fard Signature	President  Date Phone No.					
		02/04/2015 (408	) 821-7168				

COUNTY O	F MOI	NTEREY - VENDOR DATA RECORD (Rev 3-2012)								
	T. ALEXANDERSON	uirement to Complete Vendor Data Record								
Section 1	A completed Vendor Data Record (VDR) is required for payments to all vendors and will be kept on file at the County. Please return the fully completed VDR form and any other necessary documents for vendor setups/updates to the County of Monterey — Contracts/Purchasing at the address listed in this section. (For more information on Vendor Registration Process, visit http://www.co.monterey.ca.us/admin/vendorinfo.htm)									
Section 2	Enter the payee's legal business name <u>as shown on your income tax return</u> . Individuals/Sole proprietorships must also include the owner's full name <u>as shown on your income tax return</u> .  The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here. The remit-to address should be the address the payee chooses to receive payments. If there are multiple remit-to addresses for the same payee, please list them and send it together with the completed Vendor Data Record (VDR) form.									
	Che	Check ONE box that corresponds to the payee entity type. (For more information on account types and TIN info, visit <a href="www.IRS.gov">www.IRS.gov</a> )  What Name and Number to Give the Requester								
		For this type of Account	Give name and SSN of:							
	1	Individual	The individual							
	2	Two or more individuals (joint account)	The actual owner of the account or if combined funds, the first individual on the account							
	3	Custodian account of a minor	The minor							
	4	a. The usual revocable savings trust (grantor is also trustee)     b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner							
	5	Sole proprietorship or disregarded entity owned by an individual	The owner							
Section 3	6	Grantor trust filing under Optional Form 1099 filling Method	The grantor							
		For this type of Account	Give name and EIN of:							
	7	Disregarded entity not owned by an individual	The owner							
	8	A valid trust, estate, or pension trust	Legal entity							
	9	Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation							
	10	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization							
	11	Partnership or multi-member LLC	The partnership							
	12	A broker or registered nominee	The broker or nominee							
	13	Account with the Dept of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity							
	14	Grantor trust filing under the Form 1041 filing Method or the Optional Form 1099 filing Method 2	The trust							
	Che	ck ALL boxes that are applicable to the category of payment.								
	Indi	cate if you are a former employee of the County of Monterey.								
Section 4	Area cert the Cou	en Business Certification within the Tri-County area (Monterey, Santa Cruz and San Ber a Green Business Program ( <a href="www.montereybaygreenbusiness.org">www.montereybaygreenbusiness.org</a> ). Vendors from outs ification from a local authority within their jurisdiction, and if a similar green business ty "Yes" box. Green Business Certification may be used as one of the selection factors venty of Monterey, therefore vendors should inform the County of this certification.  YOU A CALIFORNIA RESIDENT OR NONRESIDENT?	ide the Tri-County area are encouraged to seek similar ype of certification has been issued, vendors should check							
	0.0004333336	<b>rporation</b> will be defined as a CA Resident if it has a permanent place of business in C duct business in California.	California or is qualified through the Secretary of State to							
	Calif	ortnership is considered a resident partnership if it has a permanent place of business in fornia resident at the time of death. A trust is considered a resident if at least one trusted	e is a California resident.							
	purp Calif	individuals and sole proprietors, the term "resident" includes every individual who is lose and any individual domiciled in California who is absent for a temporary or tra fornia for a purpose which will extend over a long or indefinite period will be considered a rticular contract of short duration will be considered a non resident.	nsitory purpose. Generally, an individual who comes to							
Section 5		Payments to all non-resident vendors may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes.								
	1) TI 2) TI	Due to resource limitations, the County of Monterey will withhold 7% of their total payments even when the following conditions apply:  1) The total payments to the vendor are \$1,500 or less for the calendar year; and  2) The vendor is providing a combination of goods and services; and  3) The vendor is performing services for the County of Monterey both inside and outside of California.								
	100 miles	If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form and submit to the County of Monterey.								
	0.0000000000000000000000000000000000000	nformation on Nonresident withholding, contact the Franchise Tax Board at the numbers	s listed below:							
	100000000000000000000000000000000000000	sholding Services and Compliance Section: 1-888-792-4900 or Outside the United States: nearing impaired with TDD, call: 1-800-822-6268 or E-mail Address: <u>wscs.gen@ftb.ca.gc</u>								
Section 6	1000000	ide the name, title, signature and telephone number of the beneficial owner of the paym ide the date the form was completed.	nent requested or authorized agent of beneficial owner.							
	the Priv	racy Act of 1974 (Public Law 93-579) requires that any federal, state or local governmental agency, wh nat individual whether that disclosure is mandatory or voluntary, by which statutory or other authorit	용하게 하다 그리고 있는데 바람이 아이에 가장 맛있다면 하는데 맛있다는데 하는데 맛있다면 하는데 맛있다면 하는데 맛있다면 하는데							
The County of I	Montor	ey requires that all parties entering into husiness transactions that may lead to payment(s) from the C	ounty must provide their Taypayer Identification Number (TIM) as							

The County of Monterey requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their Taxpayer Identification Number (TIN) as required by Revenue and Taxation Code Section 18646, to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by Internal Revenue Code Section 6109(a).

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact County of Monterey, Contracts/Purchasing at the address listed in Section 1 of this form.



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/02/2015

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.

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certificate floraer in fieu of sach chaorsement(s).						
PRODUCER	CONTACT NAME:	NAME:				
Aon Risk Insurance Services West, Inc. San Jose CA Office	PHONE (A/C, No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 363-01	05		
60 South Market Street, Suite 1100 San Jose CA 95113 USA	E-MAIL ADDRESS:					
Sun socie di sales osi		INSURER(S) AFFORDING CO	VERAGE	NAIC#		
INSURED	INSURER A:	Everest National Insu	ance Co	10120		
California Plus Engineering, Inc.	INSURER B:					
1560 W. Hacienda Avenue Campbell CA 95008 USA	INSURER C:					
Section 1 Control of the Control of	INSURER D:					
	INSURER E:					
	INSURER F:					
	MBER: 570056744136		I NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE	CE LISTED BELOW HAVE BEEN ISS	UED TO THE INSURED NAME	D ABOVE FOR THE POL	ICY PERIOD		

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, EVALUADING AND CONDITIONS OF SUCH POLICIES I MITS SHOWN MAY HAVE BEEN REPOLICED BY PAID CLAIMS.

EXCLU	JSIONS AND CONDITIONS OF SUCH			A CONTRACTOR OF THE PROPERTY O			S. Limits shown are as reque	ested
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY	1	1				EACH OCCURRENCE DAMAGE TO RENTED	
	CLAIMS-MADE OCCUR						PREMISES (Ea occurrence)  MED EXP (Any one person)	$\dashv$
								_
							PERSONAL & ADV INJURY	
GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	-
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
AU.	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	l any auto						BODILY INJURY (Per person)	
	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	
l ⊢	AUTOS AUTOS NON-OWNED						PROPERTY DAMAGE	
	HIRED AUTOS AUTOS						(Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	ORKERS COMPENSATION AND			7600009872141	10/01/2014	10/01/2015	X PER STATUTE OTH-	
	MPLOYERS' LIABILITY  Y / N  Y PROPRIETOR / PARTNER / EXECUTIVE  Y						E.L. EACH ACCIDENT \$1,000	,000
	FICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE-EA EMPLOYEE \$1,000	,000
l if v	/es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT \$1,000	,000
			1					
					attached if w	enage is require	d	
DESCRIP	TION OF OPERATIONS / LOCATIONS / VEHICL	.ES (AC	CT:	100 Rid Package No. NMC201	aπacned π more 4-01. Proie	ct Address	: Natividad Medical Center, 1441	

Excluded Owner/Officer: Rey Fard. Project: JOC Bid Package No. NMC2014-01. Project Address: Natividad Medical Center, 1441 Constitution Blvd., Salinas, CA 93906.

CERTIFICATE HOLDER	CANCELLATION	

County of Monterey 1441 Constitution Blvd. Salinas CA 93906 USA 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

Aon Risk Insurance Services West Inc.



## CERTIFICATE OF LIABILITY INSURANCE

02/04/2015

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.

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	THICAE HORET IT INCL OF CLOTT CITED		()		CONTACT OUT MAKE			
	DUCER				NAME: SUE VAK		FAX	
	COM INSURANCE SERVICES, INC.				(A/C, No, Ext): 310-2/	5-7292	(A/C, No): 310	-275-8515
433	N. CAMDEN DR., SUITE 400				E-MAIL ADDRESS: SUE@PRO	cominsurance	LCOM	1
BEV	ERLY HILLS, CA 90210				INS	URER(S) AFFOR	DING COVERAGE	NAIC#
					INSURER A : Navigato	ors Specialty	Insurance Company	36056
INSU	RED				INSURER B : Century			26905
11100	2417 E. 57TH. ST. LLC.						A	and a see a se
	5508 S. SANTA FE AVE.				INSURER C:			
	VERNON, CA 90048	.54			INSURER D:			
	11				INSURER E :			
					INSURER F:			
CO	VERAGES CER	TIFI	CATE	NUMBER:			REVISION NUMBER:	
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			SUBR		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	POLICY X PRO- JECT LOC		and case of	and a second			\$	***************************************
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	ANY AUTO ALL OWNED SCHEDULED	A LONG TO SERVICE A SERVIC		AAA AAA AAA AAAA AAAA AAAA AAAA AAAA AAAA			BODIL* INJURY (Per accident) \$	
В	AUTOS AUTOS	-	-	BAP 161289	05/01/2014	05/01/2015	PROPERTY DAMAGE \$	www.ea.e.
U	X HIRED AUTOS X NON-OWNED AUTOS	***************************************				L. C.	(Per accident)	
							\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE		1	STATE OF THE STATE			AGGREGATE \$	
		1					\$	
	DED RETENTION \$ WORKERS COMPENSATION	+	+				WC STATU- OTH- TORY LIMITS ER	
	AND EMPLOYERS' LIABILITY Y/N			***			EL EACH ACCIDENT \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?	NIA	\					
	(Mandatory In NH)	'					E.L. DISEASE - EA EMPLOYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT   \$	
			-				The state of the s	
	no.	I			P. C.			
	To a constitute of the constit							
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	CLES	Attach	ACORD 101, Additional Remarks	Schedule, if more space i	s required)		
JES	with the state of	- T						
Cou	nty Of Monterey, Its Officers, Agents, a Above Policies are Primary and the Co	nd Ei unty (	mploy Of Mo	ees, As Additional Insured nterey is Non-Contributory	S.			
*10	Days Cancellation Notice for Non-Pay.							Non-control of the control of the co
	STIPLATE LIAI DED				CANCELLATION			
CE	RTIFICATE HOLDER				UNITOLLEATION			<u></u>
	County Of Monterey, Its Offi Contracts Manager	cers,	Ager	ats & Employees	SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	N DATE /TH	DESCRIBED POLICIES BE CAN HEREOF, NOTICE WILL BE CY PROVISIONS.	CELLED BEFORE DELIVERED IN
	Natividad Medical Center				AUTHORIZED REPRES	ENTATIVE		
		lines	,	°A 03006	AUTHURIZED KEPKES	ENIAUVE		
	1441 Constitution Blvd., Sa	ımas	(	CA 93906	Sue Vakili	1/1		
	1.,				© 1	968/20/10 AC	ORD CORPORATION. All	rights reserved



## CERTIFICATE OF LIABILITY INSURANCE

02/03/2015

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.

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	DUCER				THE SAME SAME			FAX (A/C, No): 31(	7 77E 9E1E		
	DCOM INSURANCE SERVICES, INC.				(A/C, No	Ext): 310-27			FZ13-0513		
	N. CAMDEN DR., SUITE 400			1	ADDRES		cominsurance		NAIC#		
BEV	ERLY HILLS, CA 90210							DING COVERAGE	36056		
								nsurance Company	26905		
INSU	California Plus Engineering	. Inc					National Insu	rance Company	20000		
	1560 W. Haceinda Ave.				INSURE	RC:					
	Campbell, CA 95008	4			INSURE	RD:					
	ounipson, or const				INSURE	RE:					
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CO	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER:	POLICY PERIOD		
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INSR		ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS			
LTR	GENERAL LIABILITY	INSR	WVD	PULIOTI TOMOR					1000000		
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED	50000		
	CLAIMS-MADE X OCCUR	X						MED EXP (Any one person) \$	5000		
Α				SF 15CGL019175 IC		01/19/2015	01/19/2016	PERSONAL & ADV INJURY \$	1000000		
	**************************************					1	100000000000000000000000000000000000000			GENERAL AGGREGATE \$	2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:		in the same					PRODUCTS - COMP/OP AGG \$	2000000		
	POLICY X PRO-		***************************************					\$			
-	AUTOMOBILE LIABILITY	X						COMBINED SINGLE LIMIT (Ea accident) \$	1000000		
	***************************************	1 ^				A CONTRACTOR OF THE CONTRACTOR	and the second s	BODILY INJURY (Per person) \$			
	ALL OWNED X SCHEDULED	***	Company of the second			00000000	05/04/2045	BODIL* INJURY (Per accident) \$			
В	V NON-OWNED			BAP 161289		05/01/2014	05/01/2015	PROPERTY DAMAGE (Per accident) \$			
	HIRED AUTOS AUTOS					Avvenier	P. C.	S			
	UMBRELLA LIAB OCCUR		<del> </del>					EACH OCCURRENCE \$			
	EXCESS LIAB CLAIMS-MADE	1		none ex a a que		g, variety dis	acoustic con	AGGREGATE \$			
				The contract of				\$			
-	DED RETENTION \$ WORKERS COMPENSATION		1					WC STATU- OTH- TORY LIMITS ER			
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		-				-	E.L. EACH ACCIDENT \$			
	OFFICE/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE \$			
	(Mandatory in NH) If yes, describe under	-		as to consider				E.L. DISEASE - POLICY LIMIT \$			
	DÉSCRIPTION OF OPERATIONS below	-	<del>                                     </del>								
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		***************************************									
_	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	150	Attent	ACORD 101 Additional Remarks	Schedul	e, if more space i	s required)	<u></u>			
DES	SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (	MUSEN	APAUL IN LANGUAGE HERBERS	201,00011						
Ca	unty Of Monterey, Its Officers, Agents, a	nd Er	nplov	ees, as Additional Insureds	<b>S</b> .						
The	Above Policies are Primary and the Co	unty	of Mo	nterey is Non-Contributory	<i>1</i> .						
1				eromecolista various							
*10	Days Cancellation Notice for Non-Pay.										
_	ERTIFICATE HOLDER				CAN	CELLATION					
<u> </u>	STATE TOTAL SHIP STATEMENT AND A		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						NCCI I ED RECODE		
	County Of Monterey Its Office	ers.	Agen	ts & Employees	SH	OULD ANY OF	THE ABOVE	DESCRIBED POLICIES BE CA HEREOF, NOTICE WILL BI	E DELIVERED IN		
					AC	CORDANCE W	ITH THE POLI	CY PROVISIONS.			
	Attn: Contract/ Purchasing										
	168 W. Alisal St., 3Rd Floor				AUTHORIZED REPRESENTA TIVE						

Sue Vakili

CA 93901

Salinas

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

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ounty of Monterey, Its Officers, Agents and Employees	

- 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
  - 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:

- 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:

- 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
- 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 NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

## **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

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(1) The additional insured is a Named Insured under such other insurance; and

You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

PROCOM INSURANCE SERVICES INC 433 N CAMDEN DR STE 400 BEVERLY HILLS CA 90210-4426

# Commercial Auto Policy Information for:

Policy Number: BAP0161289

Insured:

**CALIFORNIA PLUS ENGINEERING** 

Printed By: MARILOU DIZON

# Beginning Page

».			

Name of Insured:	CALIFORNIA PLU	JS ENGINEERING	Endorsement Effecti 02/02/2015 at	
Policy Number:	BAP0161289	Policy Term Covers from: 12:01 AM on 05/01/2014 to 05/01	/2015 at 12:01AM	Endorsement Number: 003
Name of Agency:	PROCOM INSUR	ANCE SERVICES INC 153800		•

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

### ALTERED CERTIFICATE ENDORSEMENT

IN CONSIDERATION OF THE ADDITIONAL PREMIUM LISTED BELOW, CENTURY-NATIONAL INSURANCE COMPANY AGREES TO ISSUE A CERTIFICATE, REQUIRED BY AN ENTITY DOING BUSINESS WITH THE INSURED THAT IS NOT A STANDARD CERTIFICATE FORM. (OR AGREES TO ISSUE AN ACORD CERTIFICATE WITH ITS STANDARD LANGUAGE DELETED OR ALTERED). TO THE ENTITY LISTED BELOW.

BECAUSE THIS IS NOT A STANDARD CERTIFICATE AND GENERATES ADDITIONAL PROCESSING TIME, THERE IS A FEE FOR THIS CERTIFICATE AS SET OUT BELOW.

## **CERTIFICATE HOLDER / PREMIUM**

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

COUNTY OF MONTEREY CONTRACTS/PURCHASING DEPARTMENT ITS OFFICERS, AGENTS AND EMPLOYEES 168 W ALISAL ST, 3rd FLOOR SALINAS, CA 93901

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Date Printed: 02/03/2015 MARILOU DIZON

PROCOM INSURANCE SERVICES INC 433 N CAMDEN DR STE 400 BEVERLY HILLS CA 90210-4426 CALIFORNIA PLUS ENGINEERING INC 1560 W HACIENDA AVE CAMPBELL CA 95008

(310) 275-7292

Name of Insured: CALIFORNIA PLUS ENC	Endorsement Effective Date and Time: 02/02/2015 at 9:53 AM		
Policy Number: BAP0161289	Policy Term Covers from: 12:01 AM on 05/01/2014 to 05/01/2015 at 12:01AM		Endorsement Number: 003
Name of Agency: PROCOM INSURANCE	SERVICES INC 153800		

## 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

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

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DEPARTMENT
ITS OFFICERS, AGENTS AND EMPLOYEES
168 W ALISAL ST, 3rd FLOOR
SALINAS, CA 93901

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Date Printed: 02/03/2015 MARILOU DIZON

CN 613 (07/11)

## PERFORMANCE BOND

(Public Contract Code Section 20129)
Division 00600

WHEREAS, the County of Monterey has awarded to Principal.

Bond Number: CA3220695 Premium: \$20,500.00

California Plus Engineering, Inc. as Contractor, for the following project: PROJECT NO. JOC, BID NO. NMC 2014-01; and WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract. California Plus Engineering, Inc. NOW, THEREFORE, we **Great American Insurance Company** as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Two Million Dollars (\$2,000,000,00), for the payment of which sum in lawful money of the United States, well and truly to be made, we bird ourselves, our heirs, executors, administrators, successors and assigns, iointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the

terms of said contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surely 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 bicls for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHERE OF, the above-bonded parties have executed this instrument under their several seals this 10th day of February 2015, 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) California Plus Engineering, Inc.

Principal

By:

Great American Insurance Company

Surety

Sharon F. Rusconi
Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
Date	nnson, Notary Public , Here Insert Name and Title of the Officer	
po	Name(s) of Signer(s)	
E. JOHNSON is 1  COMM. #1954775  NOTARY PUBLIC © CALIFORNIA G SACRAMENTO COUNTY	lged to me that he/she/they executed the same in ner/their signature(s) on the instrument the person(s),	
Place Notary Seal Above	ON/A/	
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.		
Description of Attached  Document  Title or Type of Document:  Number of Pages: Signer(s) Other Than		
Capacity(ies) Claimed by Signer(s)  Signer's Name: _Sharon J. Rusconi  Corporate Officer — Title(s):  Partner — □ Limited □ General  Individual □ Attorney in Fact  Trustee □ Guardian or Conservator  Other:  Signer Is Representing:  Great American Insurance Company	Signer's Name: Corporate Officer — Title(s): Partner —	

## GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by TWO this power of attorney is not more than

No. 0 14215

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

> Name SHARON J. RUSCONI SANDRA R. BLACK

Address **BOTH OF** SACRAMENTO, CALIFORNIA

Limit of Power вотн \$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate

officers and its corporate seal hereunto affixed this

MARCH

day of GREAT AMERICAN INSURANCE COMPANY

Attest

Assistant Secretary

Shelle Clont

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:
On this 19TH day of  $2014\,$  , before me personally appeared DAVID C. KITCHIN, to me On this day of MARCH known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Cloritz Notary Public, State of Ohio My Commission Expires 08-09-2015

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

February

Assistant Secretary

# PAYMENT BOND

(Civil Code section 9550) Division 00610 Bond Number: CA3220695 Premium is included in the Performance Bond

WHEREAS, the County of Mon	terey has awarded to Principal,
Califormia Plu	s Engineering, Inc.
as Contractor, a contract for the	following project:
PROJECT NO. JOC, B	D PACKAGE NO. NMC 2014-01; and
	actor, is required to furnish a bond in connection with said contract, to laborers, mechanics, material providers, and other persons furnishing at, as provided by law.
NOW, THEREFORE, we	California Plus Engineering, Inc.
as Principal, and	Great American Insurance Company
PROJECT NO. JOC, B) WHEREAS, Principal, as (Contra secure the payment of claims of labor and materials on the project NOW, THEREFORE, we	ID PACKAGE NO. NMC 2014-01; and actor, is required to furnish a bond in connection with said contract, laborers, mechanics, material providers, and other persons furnishing, as provided by law.  California Plus Engineering, Inc.

as Surety, are held and finmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of <a href="Two Million Dollars">Two Million Dollars</a> (\$2,000,000.00), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all off the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

p.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above	-bounden parties have executed this instrument under their several	
seals this 10th day of February	, 2015, 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		
(Corp:orate Seal)	California Plus Engineering, Inc.	
	Principal	
	By:	
Rey Fard		
Re7 Fure		
Title: Tresident		
(Corporate Seal)	Great American Insurance Company	
Surety		
By:		
Sharon J. Rusconi		
Attorney-in-Fact		
Title:		

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.		
nson, Notary Public  Here Insert Name and Title of the Officer  Name(s) of Signer(s)		
idence to be the person(s) whose name(s) is/are ged to me that he/she/they executed the same in ter/their signature(s) on the instrument the person(s), d, executed the instrument.  Pertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph rue and correct.  TNESS my hand and official seal.  Signature of Notary Public.		
Though this section is o <sub>i</sub> ptional, completing this information can deter alteration of the document or frauduilent reattachment of this form to an unintended document.		
Document Date:		
Signer's Name: Corporate Officer — Title(s): Partner — Limited General		

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> SHARON J. RUSCONI SANDRA R. BLACK

Address **BOTH OF** SACRAMENTO. **CALIFORNIA** 

Limit of Power BOTH \$100,000,000.00

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officers and its corporate seal hereunto affixed this

MARCH day of

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:
On this 19TH day of

On this

Attest

day of

MARCH

DAVID C. KITCHIN (877-377-2405)

2014 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Cloritz Notary Public, State of Ohio My Commission Expires 08-09-2015

Shelle Clont

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Signed and sealed this

February

Assistant Secretary

