

**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 SEA PAC ENGINEERING, INC., hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the date it is executed by the Public Works Director.

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. ROADS & BRIDGES 2015-01.**

☐ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2015-02**

☐ **PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2015-03**

**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:

#### ADJUSTMENT FACTORS

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 \$4,590,340 for the **JOC ROADS & BRIDGES** ☒ 2015-01 or ☐ 2015-02 or ☐ 2015-03. County does not guarantee Contractor will receive this volume of Work. County may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will Contractor be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until County has accepted the Work described in the Job Order by recordation of a Notice of Completion. Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value.

ITEM	DESCRIPTION	ADJUSTMENT FACTORS
1.	Normal Working Hours – North County	1.0000
2.	Normal Working Hours – South County	1.1000
3.	Other than Normal Working Hours – North County	1.1500
4.	Other than Normal Working Hours – South County	1.1675

### ARTICLE 4. LIQUIDATED DAMAGES

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, County and Contractor agree that liquidated damages for delay will be established by County for each Job Order. Contractor shall pay County the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for contractor to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

### ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

#### ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT

The contract entered into by this Agreement consists of the following 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
- Equal Employment Opportunity Certification
- Public Contract Code 10285.1 Statement
- Public Contract Code 10162 Statement
- Public Contract Code 10232 Statement
- Debarment and Suspension Certification
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, Bid Nos. **ROADS & BRIDGES 2015-01, ROADS & BRIDGES 2015-02, ROADS & BRIDGES 2015-03**
- Project Specifications 2015
- Construction Task Catalog® 2015
- Technical Specifications 2015
- As issued, Addenda Nos: 01, 02, 03

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: \_\_\_\_\_

Name: Robert K. Murdoch, P.E.

Title: Director of Public Works

Date: November \_\_, 2015

**APPROVED AS TO FORM**

**CONTRACTS/PURCHASING**

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

Name: Mike Derr

Title: Contracts/Purchasing Officer

Date: October \_\_, 2015

**APPROVED AS TO FORM & LEGALITY**

**COUNTY COUNSEL**

By: Cynthia L. Hasson

Name: Cynthia L. Hasson

Title: Deputy County Counsel

Date: October 12, 2015

**APPROVED AS TO FISCAL TERMS**

**COUNTY AUDITOR/CONTROLLER**

By: Gary Giboney

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: October 16, 2015

**APPROVED AS TO INDEMNITY/INSURANCE  
LANGUAGE**

**RISK MANAGEMENT  
COUNTY OF MONTEREY**

By: APPROVED AS TO INDEMNITY/

**INSURANCE LANGUAGE**

Name: Steven F. Mauck

Title: Risk Manager

Date: October 16, 2015

CONTRACTOR: **SEA PAC ENGINEERING INC.**

By: John Lee

Name: John Lee

Title: President, Secretary, Treasurer & Manager

Date: September 30, 2015

By: John Lee

Name: John Lee

Title: President/Secretary/Treasurer/Manager

Date: September 30, 2015

SEA PAC ENGINEERING, INC

3325 WILSHIRE BLVD STE 305

LOS ANGELES CA 90010

Contractor's License Type: A/B/C-20/C-10/C-36/C51

License Number: 674701

License Expiration Date: 12/31/15

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 authorized officers or agents and the document shall bear the corporate seal; 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 signature shall be placed above.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On September 30, 2015 before me, Jenny S. Park, Notary Public,  
Date Here Insert Name and Title of the Officer

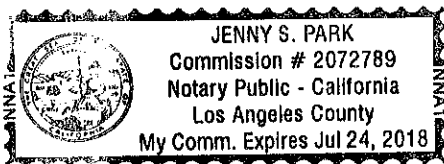
personally appeared John Lee / President  
Name(s) of Signer(s)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 Jenny S. Park  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document** Project No. JOC, Bid No.  
Roads & Bridges 2015-01  
Title or Type of Document: Agreement (Division 00500) Document Date: 09/30/2015  
Number of Pages: 4 Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: John Lee  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: Sea Pac  
Engineering, Inc.

Signer's Name: XXXXXXXXXXXXXXXXXXXX  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



October 2, 2015

Re: Sea Pac Engineering, Inc.

To Whom It May Concern:

This letter is to inform you that The Ohio Casualty Insurance Company has been the bonding company for Sea Pac Engineering, Inc. since 2012. We have authorized single bond requests for up to \$5,600,000 single job and \$20,000,000 aggregate program.

If Sea Pac Engineering, Inc. is awarded a contract for work within their normal scope, it is our present intention to provide the required performance and payment bonds. Please understand, however, that any arrangement for bonds is a matter between us and Sea Pac and we will assume no liability to third parties or to you, if for any reason we do not execute a bond.

The Ohio Casualty Insurance Company is a surety corporation duly and legally licensed to transact business in the State of California and listed in the Federal Register dated December 24, 2013 with an underwriting limitation of \$95,052,000. We are a member of the Liberty Mutual Insurance Companies and have been given an "A" (Excellent) rating, financial size XV by A. M. Best. If you should need any additional information, please call me.

Sincerely,

Blake A Pfister,  
Attorney-in-Fact,  
The Ohio Casualty Insurance Company

THE OHIO CASUALTY INSURANCE COMPANY 62 Maple Avenue Keene, NH 03431  
Phone: (617) 357-9500  
LIBERTY MUTUAL SURETY 790 The City Drive South, Suite 200 Orange, CA 92868  
Phone: (714) 634-5717 Fax: (866) 547-9060  
BOND CONNECTION 24591 Del Prado, Suite 201 Dana Point, CA 92629  
Phone: (800) 298-4826 Fax: (800) 266-3770 Email: [bondconnection@bondconnection.com](mailto:bondconnection@bondconnection.com)

**PAYMENT BOND**  
(Civil Code section 9550)  
Division 00610

WHEREAS, the County of Monterey has awarded to Principal,

Sea Pac Engineering, Inc.

as Contractor, a contract for the following (Check One Box):

- ☒ PROJECT NO. JOC 2015, BID NO. ROADS & BRIDGES 2015-01
- ☐ PROJECT NO. JOC 2015, BID NO. ROADS & BRIDGES 2015-02;
- ☐ PROJECT NO. JOC 2015, BID NO. ROADS & BRIDGES 2015-03, and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Sea Pac Engineering, Inc.

as Principal, and The Ohio Casualty Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of 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 bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

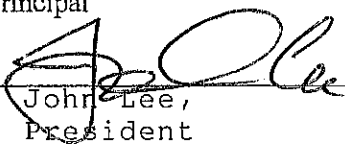
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay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


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

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

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

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this 28<sup>th</sup> day of September, 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) Sea Pac Engineering, Inc.  
Principal  
By:   
John Lee,  
President  
Title: \_\_\_\_\_

(Corporate Seal) The Ohio Casualty Insurance Company  
Surety  
By:   
Blake A Pfister,  
Attorney-in-fact  
Title: \_\_\_\_\_

Corporate Address: 62 Maple Avenue, Keene, NH 03431 617-357-9500  
Local Address: 790 The City Dr So #200 Orange CA 92868 714-634-3311

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

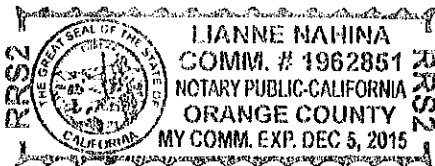
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On September 28, 2015 before me, Lianne Nahina, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Blake A. Pfister  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bond 024064130 Document Date: September 28, 2015  
Number of Pages: 2 Signer(s) Other Than Named Above: N/A, None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Blake A. Pfister  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6751435

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**  
Attached to 024064130

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake A. Pfister

all of the city of DANA POINT state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October 2014



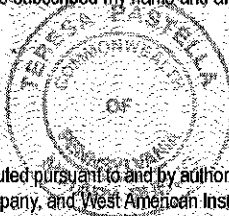
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of October 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power of authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of September 2015



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**PERFORMANCE BOND**  
(Public Contract Code Section 20129)  
Division 00600

WHEREAS, County of Monterey has awarded to Principal,  
Sea Pac Engineering, Inc.

as Contractor, for the following project (Check One Box):

☒ PROJECT NO. JOC 2015, BID NO. ROADS & BRIDGES 2015-01

OR

☐ PROJECT NO. JOC 2015, BID NO. ROADS & BRIDGES 2015-02;

OR

☐ PROJECT NO. JOC 2015, BID NO. ROADS & BRIDGES 2015-03 and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we Sea Pac Engineering, Inc.

as Principal, and The Ohio Casualty Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of 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 bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

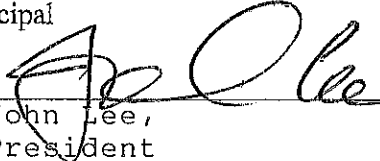
Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does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

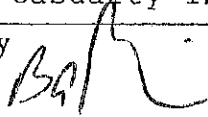
Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

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

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals this 28<sup>th</sup> day of September, 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) Sea Pac Engineering, Inc.  
Principal  
By:   
John Lee,  
President  
Title: \_\_\_\_\_

(Corporate Seal) The Ohio Casualty Insurance Company  
Surety  
By:   
Blake A Pfister,  
Attorney-in-fact  
Title: \_\_\_\_\_

Corporate Address: 62 Maple Ave, Keene, NH 03431 617-357-9500

Local Address: 790 The City Dr South#200 Orange CA 92868 714-634-3311

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

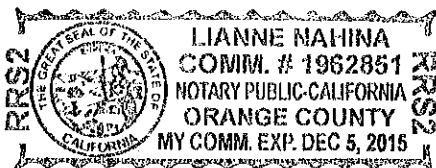
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On September 28, 2015 before me, Lianne Nahina, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Blake A. Pfister  
 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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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 Lianne Nahina  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Bond 024064130 Document Date: September 28, 2015  
 Number of Pages: 2 Signer(s) Other Than Named Above: N/A, None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Blake A. Pfister  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8751434

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

Attached to 024064130

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake A. Pfister

all of the city of DANA POINT state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2014



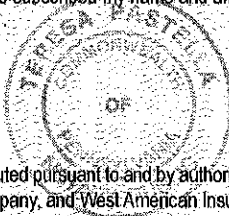
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of October, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12: Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5: Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of September, 2015



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



# CERTIFICATE OF LIABILITY INSURANCE

SEAPA-1

OP ID: STC

DATE (MM/DD/YYYY)

09/28/2015

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.

**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).

<b>PRODUCER</b> Discovery Insurance Svcs, Inc. 505 Shatto Place, Suite 201 Los Angeles, CA 90020 PAUL LIM		<b>CONTACT NAME:</b> PAUL LIM <b>PHONE (A/C, No, Ext):</b> 213-252-3111 <b>FAX (A/C, No):</b> 213-252-2059 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> SEA PAC ENGINEERING INC 3325 WILSHIRE BL #305 LOS ANGELES, CA 90010		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : MT. HAWLEY INS CO		37974
		INSURER B : MT. HAWLEY INS CO		37974
		INSURER C : MT. HAWLEY INS CO		37974
		INSURER D : MERCURY INSURANCE GROUP		11908
		INSURER E : CYPRESS INSURANCE CO		10855
INSURER F :				

**COVERAGES****CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X X	MGL0182702	04/28/2015	04/28/2016	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000	
	<input checked="" type="checkbox"/> PRIMARY-NON CONTR					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> WAIVER OF SUBROGA					GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
D	<b>AUTOMOBILE LIABILITY</b>	X X	BA040000021249	03/27/2015	03/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> PRIMARY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X X	MXL0420179	04/28/2015	04/28/2016	EACH OCCURRENCE \$ 4,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000	
	DED <input type="checkbox"/> RETENTION \$						
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N <input type="checkbox"/> N/A	X	SEWC602290	02/01/2015	02/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>POLLUTION LIA</b>		EGL0003555	06/22/2015	06/22/2016	POLLUTION 2,000,000	

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

Monterey County RMA- Dept Of Public Works is named as additional insured on all policies.

Project: Contract # JOC BID NO. ROADS & BRIDGES 2015-01

**CERTIFICATE HOLDER****CANCELLATION**

Monterey County RMA-  
Dept Of Public Works  
Rita Hickman  
168 W. Alisal St., FL 2  
Salinas, CA 92901-2438

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: BA040000021249

COMMERCIAL AUTO  
CA 20 48 02 99

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

## **DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/29/2015	Countersigned By:          (Authorized Representative)
Named Insured: SEA PAC ENGINEERING INC	

### **SCHEDULE**

<b>Name of Person(s) or Organization(s):</b> MONTEREY COUNTY RMA-DEPT OF PUBLIC WORKS CONTRACT # JOC BID NO. ROADS & BRIDGES 2015-01 CONTRACT # JOC BID NO. FACILITIES 2015-02
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations:</b>
The County of Monterey, its officers, agents and employees. JOC Bid No. Roads & Bridges 2015-01 JOC Bid No. Facilities 2015-02	
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 or 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.

**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.

Policy Number: BA040000021249  
Effective Date: 09/28/2015



**Amended Declarations: Add Loss Payee/Addl Insured/Waiver**  
**This policy change has resulted in an additional premium of \$12.00**

This declarations supersedes any previous declarations bearing the same number for this policy period

## BUSINESS AUTO DECLARATIONS

<b>Issued By:</b> California Automobile Insurance Company P.O. Box 10730 Santa Ana, CA 92711-0730 Billing: (800) 503-3724 Claims: (800) 503-3724	<b>Agent:</b> DISCOVERY INSURANCE SVCS 505 SHATTO PLACE STE 201 LOS ANGELES, CA 90020 Agent Number: 04C741 Agent Phone: (213) 252-3111
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ITEM ONE	GENERAL INFORMATION
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**Named Insured:** SEA PAC ENGINEERING INC

**Mailing Address:** 3325 Wilshire Blvd, Ste 305  
Los Angeles, CA 90010-1719

**Policy Period:** From 03/27/2015 to 03/27/2016 at 12:01 AM Standard Time at your mailing address

**Form of Business:** Corporation

**Total Policy Premium:** \$8,316.00

This policy may be subject to final audit. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ENDORSEMENTS ATTACHED TO THIS POLICY	
IL 00 17 11 98 - Common Policy Conditions IL 00 21 09 08 - Nuclear Energy Liability Exclusion IL 00 03 09 08 - Calculation of Premium CA 00 01 03 10 - Business Auto Coverage Form CA 01 21 02 99 - Limited Mexico Coverage CA 01 43 05 07 - California Changes IL 02 70 09 12 - California Changes - Cancellation and CA 23 94 03 06 - Silica or Silica Related Dust Exclusion U-245 - Auto Body Repair Consumer Bill of Rights CA 20 48 02 99 - Specified Additional Insured MCA 04 44 09 13 - Blanket Waiver of Subrogation CA 21 54 09 09 - California Uninsured Motorists - Bodily CA 21 55 06 10 - California Uninsured Motorists - Physical CA 03 05 02 97 - California Changes Waiver of CDW CA 04 24 04 06 - California Auto Medical Payments Coverage CA 99 23 03 10 - Rental Reimbursement Coverage	

Policy Number: BA040000021249  
Effective Date: 09/28/2015



**ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Coverage Symbol	Limit The Most We Will Pay For Any One Accident Or Loss	Premium
Liability	7,8	\$1,000,000 CSL	\$4,760
Medical Payments	7	\$2,000 per person	\$137
Uninsured Motorists Bodily Injury	7	\$300,000 CSL	\$546
Uninsured Motorists Property Damage			
Comprehensive	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See ITEM FOUR For Hired Or Borrowed Autos.	\$402
Specified Causes of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See ITEM FOUR For Hired Or Borrowed Autos.	
Collision	7,8	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto. See ITEM FOUR For Hired Or Borrowed Autos.	\$2,077
Towing and Labor	7	See ITEM THREE LIMIT Shown For Each Disablement of An Auto.	\$54
Premium For ITEM FOUR (Hired Auto Coverage)			\$125.00
Premium For ITEM FIVE (Non-Ownership Liability)			
Premium For Endorsements			\$208.00
Miscellaneous Fees and Expense			
California Consumer Services and Fraud Program Fees			\$7.00
Total Policy Premium			\$8,316.00

Policy Number: BA040000021249  
Effective Date: 09/28/2015



ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN							
Covered Auto No.	Description	VIN	Garaging			Cost New	
			City	ST	Zip Code	Vehicle	Equip.
1	2005 FORD F150 PICKUP-V8	1FTRF12285NB93230	Los Angeles	CA	90010	\$22,700	
2	2006 FORD F250 SUPER DUTY-V8	1FTSW20P36EC98927	Los Angeles	CA	90010	\$31,735	
3	2012 MERCEDES-BENZ CLS550	WDD1J7DB1CA029879	Los Angeles	CA	90010	\$72,500	
5	2015 HYUNDAI GENESIS	KMHGN4JF4FU030464	Los Angeles	CA	90010	\$51,500	

Covered Auto No.	Radius (In Miles)	Usage	Special Industry Class	Loss Payee
1	Up to 50	Service Use		
2	Up to 50	Service Use		
3	Up to 50	Personal and Business		
5	Up to 50	Business		

COVERAGES, PREMIUMS, LIMITS, AND DEDUCTIBLES						
(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
Covered Auto No.	Liability Premium	Auto Medical Payments Premium	UM Bodily Injury Premium	UM Property Damage Premium	Comprehensive	
					Deductible	Premium
1	\$975	\$36	\$124		\$500	\$74
2	\$975	\$36	\$124		\$500	\$81
3	\$1,472	\$34	\$156		\$500	\$147
5	\$1,338	\$31	\$142		\$500	\$100

Covered Auto No.	Specified Causes Of Loss		Collision		CDW Premium	Towing & Labor	
	Deductible	Premium	Deductible	Premium		Limit Per Disablement	Premium
1			\$500	\$151	\$8		
2			\$500	\$186	\$8		
3			\$500	\$910	\$8	\$100	\$27
5			\$500	\$830	\$8	\$100	\$27

Covered Auto No.	Rental Reimbursement		Auto Loan/Lease Gap Premium	Audio, Visual, & Data Equipment		Total Vehicle Premium
	Maximum Payment Each Covered Auto	Premium		Limit	Premium	
1						\$1,368
2						\$1,410
3	\$40 per day/30 days	\$38				\$2,792
5	\$40 per day/30 days	\$38				\$2,514

Policy Number: BA040000021249  
Effective Date: 09/28/2015



TOTAL PREMIUMS	
Liability	\$4,760
Medical Payments	\$137
Uninsured Motorists Bodily Injury	\$546
Uninsured Motorists Property Damage	
Collision Deductible Waiver	\$32
Comprehensive	\$402
Specified Causes of Loss	
Collision	\$2,077
Towing and Labor	\$54
Rental Reimbursement	\$76
Loan/Lease Gap	
Audio, Visual and Data Electronic Equipment	

**ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Estimated Annual Cost Of Hire	Liability Coverage	Physical Damage Coverage		Total ITEM FOUR Premium
	Premium	Limit Of Insurance	Premium	
If Any	\$75	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto.	\$50	\$125

**ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY**

Number Of Employees (Including Volunteers)	Total ITEM FIVE Premium

**ADDITIONAL INFORMATION**

Discounts
<ul style="list-style-type: none"> <li>Multi-Line Discount</li> <li>Years In Business Discount</li> </ul>

Driver Information	
Listed Drivers	Excluded Drivers
JOHN LEE	
SEUNG YOUN LEE	

Additional Insureds
MONTEREY COUNTY RMA-DEPT OF PUBLIC WORKS/RITA HICKMAN 168 W. ALISAL ST., FL 2 SALINAS, California 92901-2438

Policy Number: BA040000021249  
Effective Date: 09/28/2015



Other Endorsements	Premium
Blanket Waiver of Subrogation	\$75