

## **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 CHRISP COMPANY, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

### ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

**PROJECT NO. JOC, BID NO. TRAFFIC STRIPING AND SIGNAGE 2024-02**

### 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. If CONTRACTOR has an active JOC Traffic Striping and Signage Agreement upon written execution of this Contract, Agreement will commence when the active JOC Traffic Striping and Signage Agreement meets maximum amount payable or after the one year

expiration date, whichever comes first.

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**

CONTRACTOR will have the opportunity to receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$2,000,000 for the **JOC TRAFFIC STRIPING AND SIGNAGE 2024-02**. 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 Hours of Work between 7 a.m. and 5 p.m., Monday through Friday.	1.2000
2.	Normal Working Hours – South County Hours of Work between 7 a.m. and 5 p.m., Monday through Friday.	1.2000
3.	Other than Normal Working Hours – North County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays.	1.3200
4.	Other than Normal Working Hours – South County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays.	1.3200

**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 Contract 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
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, **Bid Nos. TRAFIC STRIPING AND SIGNAGE 2024-02,**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Subrecipient Agreement Template
- Required Federal-Aid Contract Language - Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Standard Provisions and Requirements
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1 & 2

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:** Randell Ishii, MS, PE, TE PTOE

**Title:** Department of Public Works, Facilities, and Parks (PWFP) Director

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

**APPROVED AS TO FORM**

CONTRACTS/PURCHASING

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

**Name:** Debra R. Wilson

**Title:** Contracts/Purchasing Officer

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

**APPROVED AS TO FORM**

OFFICE OF THE COUNTY COUNSEL

Susan K. Blitch, County Counsel

**By:** Mary Grace Perry  
633031E17FD247F...

Mary Grace Perry, Deputy County Counsel

**Date:** 9/20/2024 | 1:48 PM PDT

**APPROVED AS TO FISCAL TERMS**

COUNTY AUDITOR-CONTROLLER

Rupa Shah, Auditor Controller

**By:** Patricia Ruiz  
E79EF64E57454F6...

**Name:** Ma Mon Patricia Ruiz  
Auditor Controller Analyst I

**Title:** Chief Deputy Auditor-Controller

**Date:** 9/23/2024 | 8:14 AM PDT

**APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS**

OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT,  
David Bolton, Risk Manager

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

Name, Title

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

**CONTRACTOR: CHRISP COMPANY**

**By:** Mark Chrisp  
DocuSigned by:  
D634957DD43143B

**Name:** Mark Chrisp

**Title:** Vice President

*(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President OR Vice President.)*

**Date:** 9/9/2024 | 9:03 AM PDT

**& By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

*(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer OR CFO)*

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

**COMPANY ADDRESS:**

43650 OSGOOD ROAD

FREMONT, CA 94539

**Contractor's License Type:** A, C13, C32

**License Number:** 374600

**License Expiration Date:** 05/31/2025

**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, CALIFORNIA 95826

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




43650 Osgood Road Fremont Ca 94539  
Phone (510) 656-2840 Fax (510) 490-2703  
CA Contractors License #374600


## Authorization Capacity for Signing Official Documents

A meeting of the Board of Directors was held on August 18, 2022 , during which a resolution was passed authorizing the following individual(s) to, by his/her/their signature enter into any and all contracts on Behalf og the Corporation and , thereby bind the coproration to such contact:

  
\_\_\_\_\_  
Robert Chrisp, President

  
\_\_\_\_\_  
Jake Chrisp , Vice President

  
\_\_\_\_\_  
David Morris, Vice President

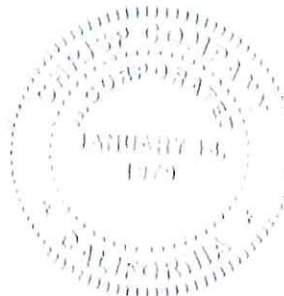
  
\_\_\_\_\_  
Roger Weisbrod, Vice President

  
\_\_\_\_\_  
Mark Chrisp, Vice President

  
\_\_\_\_\_  
Robert Bilotti, CFO/Controller

Certified By and Corporate Seal Affixed hereto by:

  
\_\_\_\_\_  
Robert Bilotti  
Corporate Secretary



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

Bond No. 57BCSJG1285  
Premium: Included in Performance Bond

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

Chrisp Company

as CONTRACTOR, a Contract for the following (**Check One Box**):

**PROJECT NO. JOC 2024, BID NO. TRAFFIC STRIPING AND SIGNAGE 2024-01;**

**PROJECT NO. JOC 2024, BID NO. TRAFFIC STRIPING AND SIGNAGE 2024-02;**

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 Chrisp Company

as Principal, and Hartford Fire 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), 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 18th day of September, 2024, 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) Chrisp Company

Principal

By: [Signature]

Title: Officer, Robert Bilotti, CFO/Controller

(Corporate Seal) Hartford Fire Insurance Company

Surety

By: [Signature]

Title: Misty R. Hemje, 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.



### 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.

State of California  
County of Contra Costa )

On September 18, 2024 before me, Brittany Kavan, Notary Public  
(insert name and title of the officer)

personally appeared Misty R. Hemje,  
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 Brittany Kavan (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Alameda



On Sept 19, 2024 before me, Kymberli A Lipke  
Date Here Insert Name and Title of the Officer

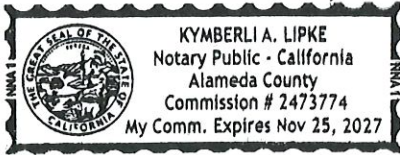
personally appeared Robert Bilotti, Chief Financial Officer \ Controller  
Name(s) of Signer(s)

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: *Kymberli A Lipke*  
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: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

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

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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: A J GALLAGHER RISK MGMNT SVCS LLC  
Agency Code: 57-554532

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Tina K. Nierenberg, Virginia L. Black, Brian F. Cooper, Susan Hecker, M. Moody, Maureen O'Connell, Kevin Re, Janet C. Rojo, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian, Courtney Chew, Maria De Los Angeles Reynoso, Susan M. Exline, Misty R. Hemje, Brittany Kavan, Thuyduong Le, Julia Ortega of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 18, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

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

Bond No. 57BCSJG1285  
Premium: \$18,420.00

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

Chrisp Company

as "CONTRACTOR", for the following project (**Check One Box**):

**PROJECT NO. JOC 2024, BID NO. TRAFFIC STRIPING AND SIGNAGE 2024-01;**  
OR

**PROJECT NO. JOC 2024, BID NO. TRAFFIC STRIPING AND SIGNAGE 2024-02;**

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 Chrisp Company

as Principal, and Hartford Fire 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), 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.

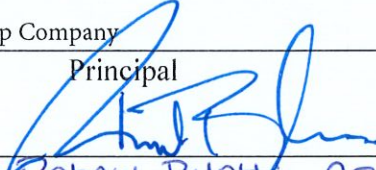
Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

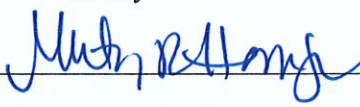
1. Complete the Contract in accordance with its terms or conditions, or

- 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 bounden parties have executed this instrument under their several seals this 18th day of September, 2024, 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) Chrisp Company  
Principal  
 By:   
Robert Bilotti, CFO Controller  
 Title: Officer,

(Corporate Seal) Hartford Fire Insurance Company  
Surety  
 By:   
 Title: Misty R. Hemje, 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.

### 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.

State of California  
County of Contra Costa )

On September 18, 2024 before me, Brittany Kavan, Notary Public  
(insert name and title of the officer)

personally appeared Misty R. Hemje,  
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 Brittany Kavan (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Alameda

On Sept 19, 2024  
Date

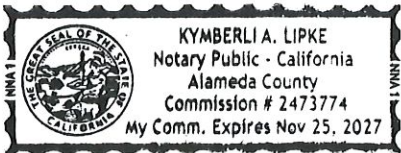
before me, Kymerli A Lipke  
Here Insert Name and Title of the Officer

personally appeared Robert Bilotti, Chief Financial Officer \ Controller  
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.



Place Notary Seal Above

Signature: Kymerli A Lipke  
Signature of Notary Public

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

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

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

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

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
Bond.Claims@thehartford.com  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: A J GALLAGHER RISK MGMT SVCS LLC  
Agency Code: 57-554532

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Tina K. Nierenberg, Virginia L. Black, Brian F. Cooper, Susan Hecker, M. Moody, Maureen O'Connell, Kevin Re, Janet C. Rojo, Betty L. Tolentino, Robert P. Wrixon, K. Zerounian, Courtney Chew, Maria De Los Angeles Reynoso, Susan M. Exline, Misty R. Hemje, Brittany Kavan, Thuyduong Le, Julia Ortega of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 18, 2024.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/11/2024

**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 have ADDITIONAL INSURED provisions or 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> Arthur J. Gallagher Risk Management Services, LLC 2121 North California Boulevard Suite 350 Walnut Creek CA 94596  License#: 0D69293 CLIENT CODE: CHRICOM-02	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Certificate Department</td> </tr> <tr> <td><b>PHONE (A/C No. Ext):</b> 925-299-1112</td> <td><b>FAX (A/C, No):</b> 925-953-6270</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> CertRequests@ajg.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> Starr Indemnity &amp; Liability Company</td> <td style="text-align: right;"><b>NAIC #</b> 38318</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> Certificate Department		<b>PHONE (A/C No. Ext):</b> 925-299-1112	<b>FAX (A/C, No):</b> 925-953-6270	<b>E-MAIL ADDRESS:</b> CertRequests@ajg.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> Starr Indemnity & Liability Company	<b>NAIC #</b> 38318	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>CONTACT NAME:</b> Certificate Department																					
<b>PHONE (A/C No. Ext):</b> 925-299-1112	<b>FAX (A/C, No):</b> 925-953-6270																				
<b>E-MAIL ADDRESS:</b> CertRequests@ajg.com																					
<b>INSURER(S) AFFORDING COVERAGE</b>																					
<b>INSURER A:</b> Starr Indemnity & Liability Company	<b>NAIC #</b> 38318																				
<b>INSURER B:</b>																					
<b>INSURER C:</b>																					
<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					

**COVERAGES** **CERTIFICATE NUMBER:** 1144898044 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> DED/OCC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000025834231	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1000198720231	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			1000587463231	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below [SEE ATTACHED SUPPL. PAGE]		Y	1000004442	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Crisp Job #: 15M.24.540 | Client Job#: 00500 | Contract#: 2024-02.  
 RE: JOC Traffic Striping And Signage 2024-02, Monterey, CA.  
 ADDITIONAL INSURED(S): The County of Monterey, its officers, officials, employees, and volunteers.  
 NOTICE OF CANCELLATION: The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

<b>CERTIFICATE HOLDER</b>  County of Monterey 1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527	<b>CANCELLATION</b>  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 
------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

POLICY NUMBER: 1000025834231

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

Where required by contract

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 12/01/2023

Policy No.: 1000004442

Endorsement No.:

Insured: Chrisp Company

Premium:

Insurance Company: Starr Indemnity & Liability Company

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



## Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

### Additional Insured – Where Required Under Written Contract or Written Agreement Endorsement

**Policy Number:** 1000198720231

**Effective Date:** 12/01/2023 at 12:01 A.M.

**Named Insured:** Crisp Company

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the declarations page. Please read the endorsement and respective policy(ies) carefully.

Business Auto Coverage Form

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

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured**, is amended to include the following:

- d. Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

Steve Blakey, President and  
Chief Executive Officer

Nehemiah E. Ginsburg, General Counsel



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

## **INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS**

**Policy Number:** 1000198720231      **Effective Date:** 12/01/2023 at 12:01 AM  
**Named Insured:** Crisp Company

This policy is amended as follows:

### **BUSINESS AUTO COVERAGE FORM**

**Section IV – Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

A handwritten signature in blue ink that reads "Steve Blakey".

Steve Blakey, President and  
Chief Executive Officer

A handwritten signature in blue ink that reads "Nehemiah E. Ginsburg".

Nehemiah E. Ginsburg, General Counsel

POLICY NUMBER: 1000198720231

COMMERCIAL AUTO  
CA 04 44 10 13

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

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

**Named Insured:** Chrisp Company

**Endorsement Effective Date:** 12/01/2023

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Where required by written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**SUPPLEMENT TO CERTIFICATE OF INSURANCE**DATE  
03/02/2014

NAME OF INSURED: Crisp Company

Additional Description of Operations/Remarks from Page 1:Additional Information:

## GENERAL LIABILITY:

- '
- \* Additional Insured if required by written contract per attached Form OG 185 (04/12) and OG 180 (04/12)
- \* Coverage is Primary/Non-Contributory if required by written contract per attached OG 107 (04/11)
- \* Waiver of Subrogation if required by written contract per attached Form CG 24 04 05 09

## AUTOMOBILE LIABILITY:

- \* Additional Insured if required by written contract per attached Form SICA 1016 (04/14)
- \* Coverage is Primary if required by written contract per attached Form SICA 1017 (02/12)
- \* Waiver of Subrogation if required by written contract per attached Form CA 04 44 10 13

## WORKERS' COMPENSATION:

- \* Covered States: California, Nevada, Oregon
- \* Waiver of Subrogation if required by written contract per Form WC 04 03 06

## UMBRELLA LIABILITY:

- \* Underlying: General Liability, Automobile Liability, and Employer's Liability



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

**Policy Number: 1000025834231**  
**Named Insured: Chrisp Company**

**Effective Date: 12/01/2023**

*This endorsement modifies insurance provided under the following:*

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

AS REQUIRED PER WRITTEN CONTRACT

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

AS REQUIRED PER WRITTEN CONTRACT

#### ADDITIONAL PREMIUM:

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

**SECTION II - WHO IS AN INSURED** is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.





## Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

**Policy Number:** 1000025834231  
**Named Insured:** Chrisp Company

**Effective Date:** 12/01/2023

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

NAME OF PERSON OR ORGANIZATION: AS REQUIRED PER WRITTEN CONTRACT

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

- A. SECTION II -WHO IS AN INSURED is amended to include as an insured;
- The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.
- B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -Exclusions, is amended to include the following additional exclusion;
- 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 site 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.

All other terms and conditions remain unchanged.



**Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522

## Primary and Non-Contributory Condition

**Policy Number:** 1000025834231

**Effective Date:** 12/01/2023

**Named Insured:** Crisp Company

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

**A. SECTION IV – CONDITIONS**, condition **4. Other Insurance** is amended as follows:

1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

  
Steve Blakey, President

  
Nehemiah E. Ginsburg, General Counsel