



SANTA BARBARA COUNTY PARKS

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CONTRACT

FOR  
WALLER COUNTY PARK  
DON POTTER AREA  
PAVING IMPROVEMENTS

PROJECT No. D62049

WEDNESDAY JUNE 9, 2010



**COUNTY OF SANTA BARBARA FOR:  
WALLER COUNTY PARK DON POTTER AREA PAVING IMPROVEMENTS**

County Project No. D62049  
Auditor - Controller Contract No. \_\_\_\_\_

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY**, and **BROUGH CONSTRUCTION, INC., 634 Printz Road, ARROYO GRANDE, CA 93420** hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

**1. CONTRACT.**

This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services' Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

**2. WORK.**

CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

**3. EXCAVATIONS**

Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.

**4. COUNTY REPRESENTATIVE.**

The County Representative referred to in the Contract Documents is the Project Manager.

**5. PAYMENT**

As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be; the base bid of **TWO HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED ELEVEN DOLLARS AND TWENTY-FIVE CENTS (\$229,811.25)** to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

**6. EXTRA WORK**

Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the County Representative, if compensation is not in excess of 10% of the original base agreement amount or \$25,000 whichever is less, or \$25,000+5% of the amount of the bid in excess of \$250,000, the total of changes are not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section 20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may only be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative shall determine if necessary appropriate additional time to be allowed for such extra work.

In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the County Representative.

## 7. COMPLIANCE WITH LAW, AMENDMENTS

CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

## 8. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract, except the final payment shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County Representative, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

## 9. PREVAILING WAGE RATES

Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 East Anapamu Street, Santa Barbara, California, and is available for inspection.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all laborers, workers and mechanics employed by them in the execution of the contract.

## 10. CONTRACT DOCUMENTS ACKNOWLEDGED

CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

## 11. TIME FOR COMMENCEMENT, COMPLETION

The work to be done under this Agreement shall be completed within **60 working days** after the date stated as first working day on the "Notice to Proceed". As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. The CONTRACTOR shall begin work within FIFTEEN (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.

## 12. WORKERS' COMPENSATION INSURANCE

CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor will comply with such provisions before commencing the performance of the work of this Contract.

## 13. PROGRESS PAYMENT NO WAIVER FOR DELAY

Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

## 14. GUARANTEE BONDS

Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions, which automatically increase amounts thereof, and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.

## 15. NON-DISCRIMINATION

The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

**16. DISPUTES**

Should any dispute arise respecting the construction or meaning of any of the plans or specifications affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be resolved by the Engineer/Architect whose decision shall be final and binding upon the parties. If, after the decision of the Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY and those claims are in the aggregate amount of \$375,000 or less, said claims shall be resolved pursuant to Public Contracts Code Sections 20104 through 20104.8, inclusive.

**17. RIGHT TO AUDIT**

The County will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

**18. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS.**

The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

**COUNTY OF SANTA BARBARA**

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

BY: \_\_\_\_\_  
Chair, Board of Supervisors  
Of the County of Santa Barbara  
State of California

**ATTEST:**  
Michael F. Brown  
Clerk of the Board

BY: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
Dennis Marshall  
County Counsel

BY: 

**APPROVED AS TO ACCOUNTING FORM:**  
Robert W. Geis, C.P.A.  
Auditor-Controller

BY:   
Deputy

**CONTRACTOR**

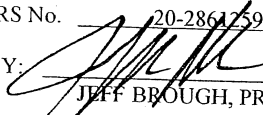
\_\_\_\_\_  
BROUGH CONSTRUCTION, INC.

\_\_\_\_\_  
634 Printz Road

\_\_\_\_\_  
ARROYO GRANDE, CA 93420

License No. \_\_\_\_\_ 851220 A

IRS No. \_\_\_\_\_ 20-2861759

BY:   
JEFF BROUGH, PRESIDENT

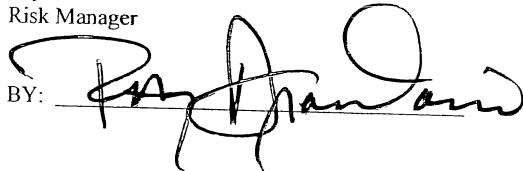
Business type (check only one):

Corporation \_\_\_\_\_ X

Partnership \_\_\_\_\_ X

Sole Proprietorship \_\_\_\_\_ X

**APPROVED AS TO FORM:**  
Ray Aromatorio  
Risk Manager

BY: 

**Accounting Information**

Fund 0030 Dept. 052 Account 8533A

DO NOT DETACH

**BID SCHEDULES**  
**SANTA BARBARA COUNTY PARKS**  
**FOR**  
**WALLER COUNTY PARK**  
**DON POTTER AREA PAVING IMPROVEMENTS**  
**Project No.: D62049**

Bid Opening Date: THURSDAY JUNE 3, 2010 at 11:00 AM

The bidder agrees if this proposal is accepted, that he will contract with the County of Santa Barbara to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform said Contracts in the manner and time prescribed by said Contract Plans and Specifications under the following unit prices to wit:

BID SCHEDULE					
Item No.	Description	Unit	Quantity	Price Per Unit	Total Price
<b>DON POTTER AREA:</b>					
A-1.	Site Preparation and Traffic Control	LS	1	6,250	6,250
A-2.	Grind Existing Asphalt Concrete	LS	1	1,135	1,135
A-3.	Remove and Replace Failed Areas	SY	675	34.75	23,456.25
A-4.	Asphalt Concrete Overlay (0.10' Thick)	SY	14,500	7	101,500
A-5.	<b>Remove and Replace</b> Asphalt Concrete Dike (Type A)	LF	925	6	5,550
A-6.	Remove and Replace Speed Humps (6'Wx4'Tx13'L)	EA	18	490	8,820
A-7.	Paint Parking Lot Striping and Markings	LS	1	2,785	2,785
<b>ADDITIVE BID ITEMS:</b>					
A-8.	Drainage Area 1 @SW Corner of Don Potter Area	LS	1	5,000	5,000
A-9.	Drainage Area 2 @NW Corner of Don Potter Area	LS	1	5,500	5,500
A-10.	Drainage Area 3 @South of Lakeside Terrace	LS	1	9,220	9,220
A-11.	Drainage Area 4 @East of Restroom at Main Entrance	LS	1	14,800	14,800
A-12.	Drainage Area 5 @East of Main Entrance Gate	LS	1	8,345	8,345
A-13.	Drainage Area 6 @NE Corner of Playground at Main Entrance	LS	1	17,350	17,350
A-14.	Drainage Area 7 @NE Corner of Restroom at Main Entrance	LS	1	20,100	20,100
<b>BID TOTAL</b>					229,811.25
<b>BID TOTAL (in writing):</b>					
<i>Two hundred twenty nine thousand eight hundred eleven dollars <sup>25</sup>/<sub>100</sub></i>					

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

Brough Construction, Inc.  
Firm

By [Signature]

President  
Title

Dated: 6/22/10

(Please return this completed form with your Bond and Certificates of Insurance.)

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Brough Construction, Inc.  
Firm

By [Signature]

President  
Title

Dated: 6/22/10

(Please return this completed form with your Bond and Certificates of Insurance.)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date 6/22/10

Brough Construction, Inc.  
Contractor

By [Signature]  
Signature

President  
Title

ATTEST:  
By [Signature]  
Signature

ESTIMATOR  
Title

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

**SECTION 1.**

A new article is hereby added to Chapter 2 of the Santa Barbara County Code reading as follows:

**ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS**

**Section 2-94. Exceptions.**

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

**Section 2-95. Prohibition of unlawful discrimination in employment practices.**

The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam war veteran/disabled, or age.

Such finding may only be made after CONTRACTOR has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing CONTRACTOR may introduce evidence, produce witness, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If CONTRACTOR is not found to have engaged in unlawful discriminatory practices, COUNTY shall pay all costs and expense of such hearing, including reasonable attorney's fees to CONTRACTOR in accordance with current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such



records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

~~Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1.; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).~~

**Section 2-95.5. Exceptions.**

Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

**Section 2-96. Purchase orders.**

Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules, or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the COUNTY may forthwith terminate this order." (Ordinance No. 2946, SS 1)

**Section 2-97. Affirmative action officer.**

At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, COUNTY counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the Board of Supervisors of the COUNTY, together with all damages, costs, and expense related thereto and incurred by COUNTY, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the COUNTY (Ordinance No. 2946, SS 1).

Contract summary Form:

Contract Number BC-10-156

Complete the information below, print this form, obtain the signature of the authorized department representative and submit this form to the Clerk of the Board with the contract package.

D1. Fiscal Year.....: 2009/2010  
 D2. Department Number.....: 052  
 D3. Requisition Number.....: n/a  
 D4. Department Name.....: Parks  
 D5. Contact Person.....: Jemmi Irabon  
 D6. Phone Number.....: 568-2473

K1. Contract Type.....: Construction  
 K2. Brief Summary of Contract Description or (Title).....: WALLER COUNTY PARK DON POTTER AREA PAVING IMPROVEMENTS  
 K3. Original Contract Amount (Gross Amount).....: \$229,811.25  
 K4. Contract Begin Date (First Working Day).....: Issuance of Notice to Proceed (estimated date AUGUST 16, 2010)  
 K5. Original Contract End Date (Last Working Day).....: 60 working days, NOVEMBER 8, 2010  
 K6. This Amendment Number.....:  
 K7. Total Previous Amendments.....:  
 K8. This Amendment Amount.....:  
 K9. Revised Total Amount.....:  
 K10. Revised End Date.....:  
 K11. Departmental Project Number.....: D62049

B1. Is this a Board Contract (Yes/No).....: YES  
 B2. Number of Workers Displaced.....: None  
 B3. Number of Competitive Bids.....: 6  
 B4. Lowest Responsible Bid Amount.....: \$229,811.25  
 B5. If Board waived bids, show agenda date.....: n/a  
 B6. If Board waived bids, show agenda item number.....: n/a  
 B7. Boilerplate Contract Text Unchanged.....: Yes

F1. Encumbrance Transaction Code.....: 1701  
 F2. Current Year Encumbrance Amount.....: \$229,811.25  
 F3. Department Number.....: 052  
 F4. Division Number (If Applicable).....: n/a  
 F5. Subdivision Number (If Applicable).....: n/a  
 F6. Program.....: n/a  
 F7. Org. Unit (If Applicable).....: n/a  
 F8. Fund Number.....: 0030  
 F9. Account Number.....: 8533A  
 F10. Cost Center number (If Applicable).....: n/a  
 F11. Payment Terms.....: Net 30

V1. Auditor Vendor Number.....:  
 V2. Payee/Contractors Name.....: BROUGH CONSTRUCTION, INC.  
 V3. Mailing Address.....: 634 Printz Road  
 V4. City.....: ARROYO GRANDE  
 V5. State.....: CA  
 V6. Zip (include +4 if known).....: 93420  
 V7. Company Telephone Number.....: (805) 489-7779  
 V8. Federal Tax ID (EIN or SSN).....: 20-2861259  
 V9. Contact Person.....: JEFF BROUGH, PRESIDENT  
 V10. Contact Person's Telephone Number.....: (805) 489-7779  
 V11. Workers Comp Insurance Expiration Date.....:  
 V12. General liability Insurance Expiration Date.....:  
 V13. Contractor's License Number and Type.....: 851220 A  
 V14. Professional License Number and Type.....:  
 V15. Verified By.....:  
 V16. Company Type.....: INCORPORATION  
 V17. Accounting Contact Person and Phone.....: Celia De Gonzales, x2457

**I certify:** This information is complete and accurate as presented; designated funds available; concurrences evidenced on the contract signature page.

Date: 6/25/2010

Authorized Signature: 

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

Whereas, The Board of Supervisors of the County of Santa Barbara, State of California, and **BROUGH CONSTRUCTION, INC., 634 Printz Road, ARROYO GRANDE, CA 93420** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated WEDNESDAY JUNE 9, 2010, and identified as:

Project title: **WALLER COUNTY PARK DON POTTER AREA PAVING IMPROVEMENTS**

Project No.: **D62049**

is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of Santa Barbara, hereinafter called ("County") to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as California licensed surety, are held firmly bound unto the County and all contractors, subcontractors, laborers, material men, and other persons employed in the performance of the agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of **TWO HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED ELEVEN DOLLARS AND TWENTY-FIVE CENTS (\$229,811.25)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their 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 shall indemnify and save harmless the County, 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 effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

In witness whereof, this instrument has been duly executed by the principal and surety above named:

Dated: June 16th, 2010

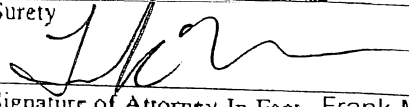
Brough Construction, Inc.

Principal

By 

First National Insurance Company of America

Surety

  
Signature of Attorney-In-Fact Frank Morones

333 City Blvd.

Orange, CA 92868  
Address

Surety's Agent for Service of Process (located within the State of California):

C & D Bonding  
Name of Agent

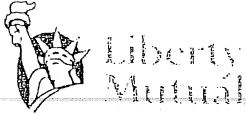
534 E. Badillo Street  
Address

Covina, CA 91723  
City, State & Zip

626 859 1000  
Telephone Number

626 859 1001  
FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.



POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 13003

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

\*\*\*\*\*PHILIP E. VEGA; FRANK MORONES; Brea, California\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

[Signature of Timothy A. Mikolajewski]

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 26th day of March, 2010



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of LOS ANGELES }

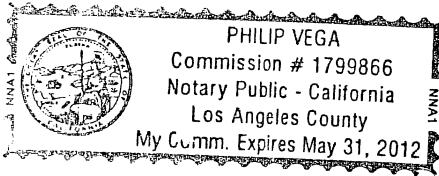
On 6/16/2010 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Frank Morones  
Name(s) of Signor(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 [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

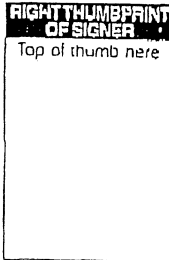
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

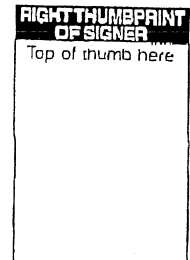
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

Whereas, The Board of Supervisors of the County of Santa Barbara, State of California, and **BROUGH CONSTRUCTION, INC., 634 Printz Road, ARROYO GRANDE, CA 93420** (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated WEDNESDAY JUNE 9, 2010, and identified as:

Project title: **WALLER COUNTY PARK DON POTTER AREA PAVING IMPROVEMENTS**

Project No.: **D62049**

is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and First National Insurance Company of America, as California licensed surety, are held and firmly bound unto the County of Santa Barbara, hereinafter called ("County"), in the penal sum of **TWO HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED ELEVEN DOLLARS AND TWENTY-FIVE CENTS (\$229,811.25)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their 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 shall indemnify and save harmless the County, 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 effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

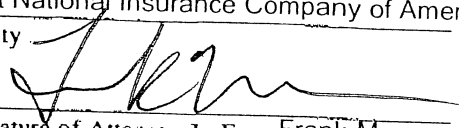
In witness whereof, this instrument has been duly executed by the principal and surety above named:

Dated: June 16th, 2010

Brough Construction, Inc.  
Principal

By 

First National Insurance Company of America  
Surety

  
Signature of Attorney-In-Fact Frank Morones

333 City Blvd.

Orange, CA 92868  
Address

Surety's Agent for Service of Process (located within the State of California):

C & D Bonding  
Name of Agent

534 E. Badillo Street  
Address

Covina, CA 91723  
City, State & Zip

626 859 1000  
Telephone Number

626 859 1001  
FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.





POWER OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 13003

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

\*\*\*\*\*PHILIP E. VEGA; FRANK MORONES; Brea, California\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

[Signature of Timothy A. Mikolajewski]

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 26th day of March, 2010



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of LOS ANGELES

On 6/16/2010

Date

before me,

Philip Vega, Notary public

Here Insert Name and Title of the Officer

personally appeared

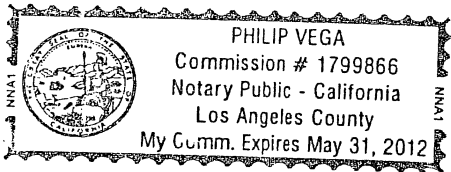
Frank Morones

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 \_\_\_\_\_

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

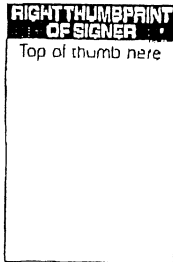
Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

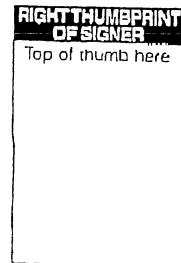
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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



CERTIFICATE OF INSURANCE  
TRANSMITTAL FORM

FOR THE FOLLOWING DESCRIBED PROJECT:

Project title: WALLER COUNTY PARK DON POTTER AREA PAVING IMPROVEMENTS

Project No.: D62049

CONTRACTOR:

BROUGH CONSTRUCTION, INC.  
634 Printz Road  
ARROYO GRANDE, CA 93420

The County of Santa Barbara must be named as an additional insured on all certificates.


The following must also be listed as additional insured:

\_\_\_\_\_  
\_\_\_\_\_

In addition to the above, the following information must appear on the certificates:

PROJECT NO.: D62049

This form must be attached to all insurance forms sent to the County of Santa Barbara, Parks Department.

  
Authorized Insurance Company Representative's Signature

This form may be reproduced as required

**DiBuduo & DeFendis**  
INSURANCE BROKERS, LLC  
100 Cross Street, Ste. 203, San Luis Obispo, California 93401-7570



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/18/10

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> Paramount Exclusive Ins Svc, Inc 17015 Ventura Blvd Encino, CA 91316 Phone (818)986-7283 Fax (818)986-4949		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:		<b>FAX (A/C, No):</b>	
<b>INSURED</b> Brough Construction, Inc. 634 Printz Rd Arroyo Grande, CA 93420		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Companion Property and Casualty Ins. Co.			
		<b>INSURER B:</b>			
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	CPCA10443	03/01/2010	03/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project: D62049: don Potter Pacing Improvements at Waller Park.

**CERTIFICATE HOLDER**

Santa Barbara County Parks  
 610 Mission Canyon Road  
 Santa Barbara, CA 93105

**CANCELLATION**

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



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/16/2010

PRODUCER (805) 593-1400  
DiBuduo & DeFendis Insurance Brokers, LLC - SLO  
License #0E02096  
100 Cross Street, Suite 203  
San Luis Obispo, CA 93401

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Brough Construction, Inc.  
634 Printz Road  
Arroyo Grande, CA 93420

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Financial Pacific Insurance Company	
INSURER B:	Federal Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	174625D	10/12/2009	10/12/2010	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	174625D	10/12/2009	10/12/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B		Equipment Floater-Leased,	06686112	10/12/2009	10/12/2010	Rented or Borrowed Equip	\$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
30 day notice of cancellation of non-payment of premium

Certificate Holder is named as additional insured with respects to Project# D62049: Don Potter Area Paving Improvements at Waller County Park, GA; per attached blanket additional insured form CG2010 01/08R

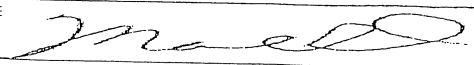
**CERTIFICATE HOLDER**

The County of Santa Barbara  
263 Camino del Remedio  
Santa Barbara, CA 93110-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS  
(WITH LIMITED COMPLETED OPERATIONS COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

NAME OF PERSON OR ORGANIZATION:

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED:(Section II)

This section is amended to include as an insured the person or organization shown on the Certificate of Insurance, but only to the extent that the person or organization is held liable for your acts or omissions arising out of and in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments).

WAIVER OF SUBROGATION:

We waive any right of recovery that we may have against the person or organization shown in the Schedule above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

EXCAVATION  
GRADING OF LAND  
CONTRACTORS PERMA- YARD-MAINT/STORAGE

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION:

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. "The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement  
EFFECTIVE DATE: 10/12/2009

Endorsement  
EXPIRATION DATE: 10/12/2010