

RESOLUTION NO.

**JOB ORDER CONTRACT AGREEMENT  
JOC-2112**

THIS JOB ORDER CONTRACT (Agreement), is entered into this 28th day of January, 2021, by and between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and CENTURY CARPET, hereinafter called the "Contractor".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, considerations and agreements herein contained, agree as follows:

**STATEMENT OF WORK** - The Contractor shall furnish all labor and materials and perform all work for: Job Order Contract for FLOORING CONTRACTING SERVICES, JOC-2112, in strict accordance with the Contract Documents. The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

**AUTHORITY** - A separate Job Order Authorization duly signed by the County's Director of Public Works (or his designee) will be issued under this Agreement for each individual Job Order.

**TIME FOR COMPLETION** - The individual Job Orders to be performed under this Agreement shall each be commenced and completed by the dates prescribed in their respective Notices to Proceed.

**DURATION** - The term of this Job Order Contract is one year, except that the terms of this Agreement shall continue to cover Job Orders issued during that year until the Work thereunder has been completed. Accordingly, all Job Orders must be issued within one calendar year of the commencement date of this Agreement.

**COMPENSATION TO BE PAID TO CONTRACTOR** - In accordance with the Contract Documents, the County will pay and the Contractor will accept, in full consideration for the performance of the Contract, the Unit Prices set forth in the Construction Task Catalog® (CTC) as defined in each Job Order Detailed Scope of Work (Work), subject to additions, deductions, procedures for payment, and the following Adjustment Factors:

|   |        |
|---|--------|
| Normal Working Hours Adjustment Factor    | 1.3000 |
| Other than Normal Working Hours           | 1.4860 |
| Detention Facilities Normal Working Hours | 1.4250 |
| Detention Facilities Other than Normal    | 1.5500 |
| OSHPD Facilities Normal Working Hours     | 1.4250 |
| OSHPD Facilities Other than Normal        | 1.5500 |

There is no Minimum Contract Value. The initial Contract amount shall be \$250,000 for purposes of Payment Bond and Performance Bond amounts. The value of the total amount of Job Orders may be increased by the County, but in no event may the total value of Job Orders issued pursuant to this Contract exceed \$2,000,000.

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 the County has accepted the Project described in the Job Order by execution of a Notice of Completion.

The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. The Owner does not guarantee the Contractor will receive this volume of Work. Payment for any Work performed after the one-year term of this Contract will be subject to any applicable terms or restrictions imposed by Public Contract Code Section 20128.5.

The Contract as defined in paragraph 1.1 of the General Conditions constitutes the sole agreement of the parties hereto relating to said work and correctly states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing.

Contractor shall not assign this Agreement or any portion of it to a third party to provide services required by Contractor under this Agreement without the prior written consent of the County, the Director of Public Works or his designee. Any such assignment without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

- The Contract Documents consist of:
1. This Job Order Contract Agreement
  2. The General Conditions
  3. Special Provisions
  4. Job Orders
  5. Construction Task Catalog®
  6. Technical Specifications

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

COUNTY OF SAN MATEO

A Political Sub-Division of the State of California

Attest:

By \_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
Michael P. Callagy  
Clerk of the Board of Supervisors

Contractor  
By  \_\_\_\_\_  
Its

## PROJECT DIRECTORY

**PROJECT:**

**Job Order Contract – 2111, 2112**  
County of San Mateo  
Department of Public Works  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063-1665

**SCOPE OF WORK:**

Job Order Contract  
Flooring Contracting Services

**OWNER REPRESENTATIVE:**

Tory Newman  
[tnewman@smcgov.org](mailto:tnewman@smcgov.org)

**JOC COORDINATOR**

Gregory Johnson  
[gjohnson@smcgov.org](mailto:gjohnson@smcgov.org)  
Phone: (650) 380-5136

**PERFORMANCE BOND  
JOC-2112**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo, hereinafter designated as the "County," has awarded to Century Carpet, Inc, hereinafter designated as "Principal," a contract dated December 11, 2020, hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as JOC-2112, Flooring Contracting Services.

And WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, (SURETY'S NAME), as corporate Surety, are held and firmly bound unto the County in the sum of

Two Hundred Fifty Thousand and 00/100\*\*\*\*\*Dollars (\$ 250,000\*\*\*\*\*)  
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, 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 shall indemnify, defend, protect, and hold harmless the County as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the

Principal and Surety this 16th day of December, 2020

Principal

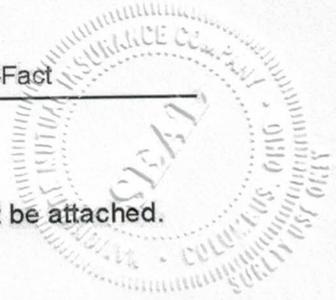
[Signature]  
Signature

Tae Chen  
Printed Name

Nationwide Mutual Insurance Company  
Surety

[Signature]  
Signature

Gary F. Oltmanns/Attorney-in-Fact  
Printed Name



NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

The above bond is accepted and approved this 17<sup>th</sup> day of Dec, 2020

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
CARRIE J MULHERN; GARY F OLTMANN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

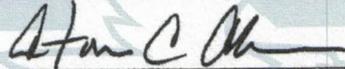
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27<sup>th</sup> day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

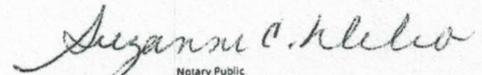
## ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27<sup>th</sup> day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

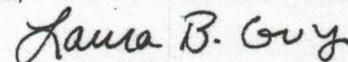


Notary Public  
My Commission Expires  
September 16, 2021

## CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16<sup>th</sup> day of December, 2020.



Assistant Secretary

BDJ 1(02-19)00

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of San Bernardino }  
On Dec 16, 2020 before me, Carrie J. Mulhern, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Gary F. Oitmanns  
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.



Place Notary Seal and/or Stamp Above

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 Carrie J. Mulhern  
Signature of Notary Public

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

**PAYMENT BOND  
JOC 2112**

**KNOW ALL MEN BY THESE PRESENTS:**

That **WHEREAS**, the County of San Mateo hereinafter designated as the "County," has awarded to **Century Carpet, Inc** hereinafter designated as the "Principal," a contract dated **December 11, 2020** hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as **JOC 2112, Flooring Contracting Services**.

**And WHEREAS**, pursuant to law, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims to which reference is made in Sections 9550 to 9566 and 9100 to 9364 both inclusive, of the Civil Code of California.

**NOW THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned Nationwide Mutual Insurance Company,  
(Surety's Name)

as corporate Surety, are held and firmly bound unto all laborers, material men and other persons referred to in said statutes in the sum of

**Two Hundred Fifty Thousand and 00/100\*\*\*\*\* Dollars (\$250,000\*\*\*\*\*)**

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the above bonded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay any claimant name in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's fees to be taxed as costs in said suit.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 to 9364 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in the Civil Code, Sections 9550-  
Payment Bond

9566 inclusive, and all amendments thereto.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change will be made which increases the total Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and Surety this 16th day of December, 2020.

Principal

\_\_\_\_\_  
*[Handwritten Signature]*  
Signature

Printed Name

TAE CHEY

Nationwide Mutual Insurance Company

Surety

Signature

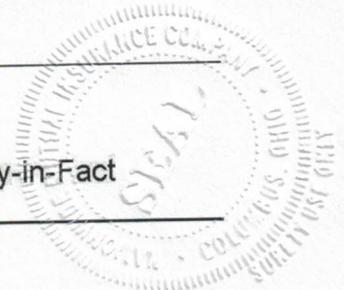
Gary F. Oltmanns/Attorney-in-Fact

Printed Name

Address for Notices:

P.O. Box 1820

La Mesa, CA 91942



**NOTE:** Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CARRIE J MULHERN; GARY F OLTMANN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

*Antonio C. Albanese*

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



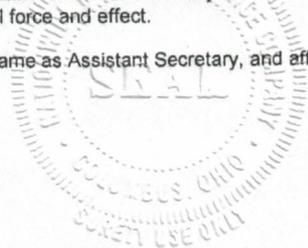
Suzanne C. Delio  
Notary Public, State of New York  
No. 02DE6126649  
Qualified in Westchester County  
Commission Expires September 16, 2021

*Suzanne C. Delio*  
Notary Public  
My Commission Expires  
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of December, 2020.



*Laura B. Guy*  
Assistant Secretary

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of San Bernardino }

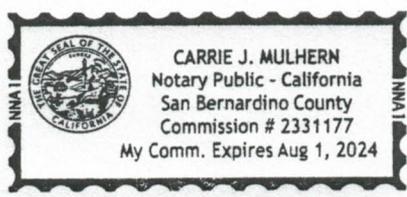
On Dec 16, 2020 before me, Carrie J. Mulhern, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Gary F. Oitmanns  
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 and/or Stamp Above

Signature Carrie J. Mulhern  
Signature of Notary Public

**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 is Representing: \_\_\_\_\_

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS  
(Scheduled)**

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This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number:** 97C385541

**Named Insured:**

CENTURY CARPET INC  
703 A ST  
HAYWARD CA  
94541-3935

**Name And Address Of Additional Insured Person Or Organization:**

COUNTY OF SAN MATEO  
DEPARTMENT OF PUBLIC WORKS  
555 COUNTY CTR FL 5  
REDWOOD CITY, CA  
94063-1665

- 1. SECTION II — WHO IS AN INSURED OF SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
- a. **Ongoing Operations**
    - (1) Your acts or omissions; or
    - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or
  - b. **Products – Completed Operations**  
"Your work" performed for that additional insured and included in the "products-completed operations hazard".
- However, Paragraph 1. above is subject to the following:
- a. The insurance afforded to the additional insured only applies to the extent permitted by law;
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
  - c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
    - (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
    - (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and

c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**

5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.

b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST OTHERS TO US**

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This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number:** 97C385541

**Named Insured:**

CENTURY CARPET INC  
703 A ST  
HAYWARD CA  
94541-3935

**Name And Address Of Person Or Organization:**

COUNTY OF SAN MATEO  
DEPARTMENT OF PUBLIC WORKS  
555 COUNTY CTR FL 5  
REDWOOD CITY, CA  
94063-1665

The following is added to Paragraph 10.b. of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under 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.

All other policy provisions apply.





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

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

**Policy Number:** 57 WEC AA5EFO

**Endorsement Number:**

**Effective Date:** 10/01/20

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** CENTURY CARPET, INC  
703 A ST  
HAYWARD CA 94541

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 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_  
Authorized Representative