

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: **FEB 21 2001**
HEARING DATE: **MAR 06 2001**

TO: Honorable Board of Supervisors
FROM: Beverly Abbott, Director, Mental Health Services
SUBJECT: Agreement with Agbayani Construction, Inc.

RECOMMENDATION

1. Approve a resolution authorizing the President of the Board to execute an Agreement with Agbayani Construction, Inc for renovation of Unit A-7, Building 323, Menlo Park Campus, Department of Veterans Affairs (DVA), Palo Alto Health Care System

2. Approve an Appropriation Transfer Request (ATR) recognizing revenue of \$208,425 (AB 2034 Homeless Mentally Ill grant revenue) and increase the budget by that amount for the remainder of FY 2000-01 to fund a remodeling contract with Agbayani Construction, Inc

Background

In December 2000, the Mental Health Services Division was awarded \$1.5 million dollars via AB 2034 to establish an integrated services program for homeless mentally ill adults and transition age youth. On February 13, 2001 the Board accepted the AB 2034 grant funding and approved a five-year lease with the Department of Veteran Affairs, Palo Alto Health Care System (VAPAHCS) to provide supportive housing in Building 323, Menlo Park campus for up to 40 homeless individuals. This leased space requires renovation in order to provide appropriate residential quarters and program activity space for the AB 2034 homeless mentally ill program.

VAPAHCS required Health Services to contract with Agbayani Construction, Inc to complete the required remodeling due to the company's status as a contractor that meets federal requirements. Agbayani Construction, Inc. was selected by VAPAHCS through a comprehensive Federally regulated competitive bid process to provide remodeling required within their facilities in this region

Discussion

Facility renovation costs were included in the AB 2034 grant program that was approved by the State Department of Mental Health in December 2000. Agbayani Construction has submitted a detailed bid to renovate Unit A-7, Building 323 of the Menlo Park campus in order to provide residential space for up to 40 clients and program office space for the agency selected to provide housing and an integrated mental health treatment program under the AB 2034 grant program. Facility renovation is anticipated to take approximately 5 weeks and is required prior to full program implementation. The Mental Health Division issued Requests for Proposals for the operation of the supportive housing and treatment team components of this program. This service contract with the recommended provider will be brought to you shortly.

Agbayani Construction, Inc., is recommended as a sole source contractor for this project because this agency has already been selected by VAPAHCS through a competitive bid process under federal contracting regulations. This competitive bid process was reviewed by County Counsel with the VAPAHCS Contract Officer. It is the opinion of County Counsel that San Mateo County's competitive bidding requirements have been met through the VAPAHCS and that it is unnecessary to carry out an additional selection process.

Term and Fiscal Impact

The agreement is effective from February 13, 2001 through June 30, 2001, and carries the usual relationship of parties, hold harmless, and insurance clauses. The agreement has been reviewed and approved by County Counsel and Risk Management.

The contract maximum is \$208,425. The attached ATR requests \$208,425 to complete specified contract activities. The cost of facility renovation at the VAPAHCS is covered by State General Funds provided through the AB 2034 grant. There is no net county cost associated with this project.

RECOMMENDED


HEALTH SERVICES DEPARTMENT

RESOLUTION NO _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH
AGBAYANI CONSTRUCTION, INC

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of
California, that

WHEREAS, there has been presented to this Board of Supervisors for its
consideration and acceptance an Agreement, reference to which is hereby made for
further particulars, whereby Agbayani Construction, Inc will renovate Unit A-7, Building
323, on the Menlo Park Campus of the Department of Veterans Affairs, Palo Alto Health
Care System; and

WHEREAS, this Board has been presented with a form of the Agreement and has
examined and approved it as to both form and content and desires to enter into the
Agreement

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the
President of this Board of Supervisors be, and is hereby authorized and directed to
execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of
this Board shall attest the President's signature thereto

**COUNTY OF SAN MATEO
APPROPRIATION TRANSFER REQUEST**

REQUEST NO

DEPARTMENT

Health Services Agency, Mental Health Services, Pony ~~MHL~~ MLH 322


DATE 02/13/01

1. REQUEST TRANSFER OF APPROPRIATIONS AS LISTED BELOW:

C O D E S		AMOUNT	DESCRIPTION	
FUND OR ORG	ACCOUNT			
From	61409	1749	208,425,000	Other State Mental Health Revenue
To	61409	5876	208,425,000	Interagency Agreements - Non-County

Justification (Attach Memo if Necessary)

See attached AER/ATR Form.

2.13.01

 DEPARTMENT HEAD

A 2/13/01 *See 2/13/01*

BY *Margaret Taylor* DATE *2/20/01*

2. Board Action Required Four-Fifths Vote Required Board Action Not Required

Remarks

COUNTY CONTROLLER

BY _____ DATE _____

- 3 Approve as Requested Approve as Revised Disapprove

Remarks

COUNTY MANAGER

BY _____ DATE _____

DO NOT WRITE BELOW THIS LINE — FOR BOARD OF SUPERVISORS' USE ONLY

BOARD OF SUPERVISORS COUNTY OF SAN MATEO STATE OF CALIFORNIA

RESOLUTION TRANSFERRING FUNDS

RESOLUTION NO _____

RESOLVED by the Board of Supervisors of the County of San Mateo that

WHEREAS the Department hereinabove named in the Request for Appropriation Allotment or Transfer of Funds has requested the transfer of certain funds as described in said Request and

WHEREAS the County Controller has approved said Request as to accounting and available balances and the County Manager has recommended the transfer of funds as set forth hereinabove

NOW THEREFORE IT IS HEREBY ORDERED AND DETERMINED that the recommendations of the County Manager be approved and that the transfer of funds as set forth in said Request be effected.

Regularly passed and adopted this _____ day of _____, 19____.

Ayes and in favor of said resolution

Noes and against said resolution:

Supervisors: _____

Supervisors: _____

ATR/AER Form

Controller s ATR Number _____

Department: Health Services
 Division: Mental Health Services

Type of Transaction: ATR **AER**
 Status of Transaction: One-Time **On-Going**

**Title: AB 2034 INTEGRATED SERVICES FOR HOMELESS ADULTS
 SPACE RENOVATION**

Justification: *To increase appropriation and revenue for the FY 00/01 portion of the AB 2034 State grant to contract with Agbayani Construction in renovating Unit A-7 Building 323 of the VAPAHCS Menlo Park campus to be used as residential quarters and for program activities of mentally ill individuals Funding has been approved from the state AB 2034 grant Therefore no net county cost is needed for this transfer*

TO BP:	61000B	MENTAL HEALTH SERVICES	Total	\$208 425
From BP:	61000B	MENTAL HEALTH SERVICES	Total	\$208 425
			Net Change	<u>\$0</u>

<u>From:</u>	<u>To:</u>	<u>Subobject</u>	<u>Account Description</u>	<u>Transfer Amount</u>
<u>Org. No.</u>	<u>Org. No.</u>			
	61409	5875	Interagency Agreements - Non County	\$ 208 425

Appropriation Total \$208,425

61409 1749 Other State Mental Health (AB2034) \$208 425

Revenue Total \$208,425

Net Cost \$0

AGREEMENT WITH AGBAYANI CONSTRUCTION, INC.
FOR RENOVATION OF DEPARTMENT OF VETERANS AFFAIRS

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called County, and Agbayani Construction, Inc , hereinafter called Contractor ,

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Mental Health Services Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof,

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS

1 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her authorized designee, with respect to the product or result of Contractor s services, shall renovate Unit A-7, Building 323 on the Menlo Park Campus of the Department of Veterans Affairs, Palo Alto Health Care System as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner

2 Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$208,425) for the contract term

B Rate of Payment The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her authorized designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee

C. Time Limit for Submitting Invoices Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier

3 Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an

independent contractor relationship Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules

4 Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with

Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately suspend all further work pursuant to this Agreement

A. Workers Compensation and Employer Liability Insurance Contractor shall have in effect during the entire life of this Agreement, Workers Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code

I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement

B. Liability Insurance Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property

damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include

- (1) Comprehensive General Liability \$1,000,000
- (2) Motor Vehicle Liability Insurance -0-
- (3) Professional Liability -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8 Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto

9 Records

A Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater

C. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 10532).

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations

11 Notices

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to

San Mateo County
Mental Health Services Division
225 West 37th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to

Contractor

2) In the case of Contractor, to

Agbanani Construction, Inc.
88 Dixon Court
Daly City, CA 94014

B Controlling Law The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Venue

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of San Mateo County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.

13. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from February 1, 2001 through June 30, 2001. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands

COUNTY OF SAN MATEO

By _____
Michael D Nevin, President
Board of Supervisors, County of San Mateo

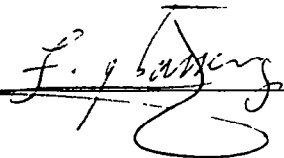
Date: _____

ATTEST:

Clerk of Said Board

Date: _____

AGBAYANI CONSTRUCTION, INC.

By  _____

Date 2/2/01 _____

Attachment I

(Required only from Contractors who provide services directly to the Public on County's behalf.)

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the Contractor(s)) hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s) (Check a or b)

- a. () employs fewer than 15 persons
- b. (✓) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation

Fred GHASEMY G.M
Name of 504 Person - Type or Print

Agbayani Construction, Inc
Name of Contractor(s) - Type or Print

88 Dixon Court
Street Address or P O Box

Daly City
City

CA 94014
State Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

2/21/01
Date

Fred GHASEMY G.M
Signature and Title of Authorized Official

Exception DHHS regulations state that

If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations). other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible

SCHEDULE A
 AGBAYANI CONSTRUCTION, INC.
 2000-2001

I PROGRAM SERVICES

In full consideration of the payment herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

A. For the term of this Agreement, Contractor shall provide

Remove partitions and doors at room A-129, 132, 135, 136, and 137	\$3,200 00
Install new partitions	12,500 00
Fill windows from inside and outside to match the existing	2,500.00
Install new doors and double door with hardware	18,000.000
Install new floor with cove base at rooms A-130	2,400.00
Remove existing tub, install two (2) new showers and waterline for new kitchen	45,000 00
Relocate all switches inside the room, provide exit sign and new outlets for television and telephone jack.	25,500 00
Provide cabinets with sink and fixture	6,500 00
Install free standing closet	1,500 00
Provide panic hardware with alarm at existing door	4,800 00
Change window and install observation mirror	1,650 00
Clean floor tiles and wax	2,500 00
Install smoke detectors in all rooms	6,850 00
Repair and paint walls, doorframe and lockers	18,000 00
Install new VCT floor covering in five (5) rooms – \$1,250.00 per room	6,250 00
Install new Base cove, 950LF - \$3 00 per LF	2,850 00
Install four (4) panic locks - \$600.00 each	2,400 00
Install four (4) smoke detectors	2,650 00
Install thermostat cover with lock	1,200 00
Provide framing, sheet rock and painting for opening between the rooms	1,800 00
Subtotal	\$168,050 00
Overhead - 10%	16,805 00
Profit – 10%	18,485 50
Bond fee – 2.5%	5,083 51
TOTAL	\$208,424.01

SCHEDULE B
AGBAYANI CONSTRUCTION, INC.
2000-2001

I PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below, except that any and all such payments shall be subject to the conditions contained in this Agreement

A Payment Terms

- 1 Fifty percent (50%), ONE HUNDRED FOUR THOUSAND TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$104,212 50) of total contract amount shall be paid at start of renovation project.
- 2 Fifty percent (50%), ONE HUNDRED FOUR THOUSAND TWO HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$104,212 50) of total contract amount shall be paid after all work has been completed and signed off by Engineering Office, DVA Palo Alto Health Care System

SCHEDULE C

Contract between County of San Mateo and Agbayani Construction, Inc., hereinafter called Contractor.'

- a No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, ARC, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract Contractor s personnel policies shall be made available to County upon request
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement

COUNTY OF SAN MATEO
HEALTH SERVICES ADMINISTRATION

MEMORANDUM

DATE: February 13, 2001

TO: Priscilla Morse, Risk Management/Insurance Division
FROM: Mary Vozikes, Mental Health Services/PONY #MLH 322

CONTRACTOR: Agbayani Construction, Inc.

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: Yes

DUTIES (SPECIFIC): See attached

COVERAGE:

Comprehensive General Liability:	\$1,000,000
Motor Vehicle Liability:	\$0
Professional Liability:	\$0
Worker's Compensation:	\$Yes

APPROVE  WAIVE _____ MODIFY _____

REMARKS/COMMENTS:


SIGNATURE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
2/1/2001

PRODUCER
BRIAN COLL INSURANCE
PO BOX 799
ROSS, CA 94957

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

INSURERS AFFORDING COVERAGE

INSURED
AGBAYANI CONSTRUCTION CORP
2623 - 18TH AVENUE
SAN FRANCISCO CA 94116

INSURER A **COLONY INSURANCE**
INSURER B
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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL 107577	6/6/2000	6/6/2001	EACH OCCURRENCE \$ 1,000,000 PROPERTY DAMAGE (Any one fire) \$ 50,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 1,000,000.
	GEN. AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-EC <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				EMPLOYER'S LIABILITY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

LOCATION RENOVATION TO THE DEPT OF VETERANS AFFAIRS, PALO ALTO HEALTH CARE SYSTEMS
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON THE POLICY AS PER THE OPERATIONS OF THE INSURED
ARRIER WILL GIVE 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER ADDITIONAL INSURED INSURER LETTER
COUNTY OF SAN MATEO MENTAL HEALTH SERVICES,
ITS OFFICERS, AGENTS, & EMPLOYEES
225 - 37TH AVENUE
SAN MATEO, CA 94403

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
Brian Coll

IRD 25-S (7/97)

© ACORD CORPORATION 1999

PRODUCER
Pleasanton Valley Insurance
Llc #0B07066
2178 Rheem Drive Suite D
Pleasanton CA 94588
Phone: 925-462-2111 Fax. 925-462-2113

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

INSURERS AFFORDING COVERAGE

INSURED

Agbayani Construction, Inc.
10 Dixon Court
Daly City CA 94014

- INSURER A **Majestic Insurance Company**
- INSURER B
- 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV NJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <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 NJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	C199902267-01	09/22/00	09/22/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1000000 E L DISEASE - EA EMPLOYEE \$ 1000000 E L DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
As respects ALL CALIFORNIA OPERATIONS OF THE INSURED.

CERTIFICATE HOLDER	N	ADDITIONAL INSURED	INSURER LETTER	CANCELLATION
County of San Mateo Mental Health Service Attn Gail Bataille 225 37th Ave. San Mateo CA 94403			COUNTYS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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 Timothy D. McIntyre, Inc <i>Tim McIntyre</i>