

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
EXTOL COLOR COATINGS, INC.
dba EARLY AMERICAN COATINGS**

THIS AGREEMENT, entered into this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EXTOL COLOR COATINGS, INC., dba EARLY AMERICAN COATINGS, hereinafter called "Contractor";

W I T N E S S E T H:

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;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of transporting and reprocessing latex paint for the Household Hazardous Waste Program; and

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2008.

This Agreement may be terminated by Contractor, the Director of Health Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

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 the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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 of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. Where applicable, the Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this 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 and signed by the parties.

14. 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.

15. Notices

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

In the case of County, to:

San Mateo County Environmental Health
Attn: Dermot Casey
455 County Center, 4th Floor
Redwood City, CA 94403

In the case of Contractor, to:

Extol Color Coating, Inc.
dba Early American Coatings
21595 Curtis Street
Hayward, CA 94545

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

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EXTOL COLOR COATINGS, INC.
dba EARLY AMERICAN COATINGS

Ben Solhi
Contractor's Signature

Date: 07-11-2005

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

1. Provide collection centers at the following locations for San Mateo County residents:

Early American Coatings, 476 Victory Avenue, So. San Francisco

Monday through Friday, 8 a.m. to 4 p.m.

Maximum amount allowable per resident drop off: 50 gallons

2. Be responsible for the reprocessing of any latex paint dropped off at the above referenced collection center and any latex paint collected and/or bulked by the County. The term "bulked" refers to transferring paint from original containers into 55 gallon drums based on like colors. Contractor will also be responsible for keeping a log of residents' dropping off of latex paint.
3. Transport and handle latex paint in accordance with the terms of the operation and contingency plans approved by the Environmental Protection Agency (EPA), State, County, and Municipal agencies as a condition of the Contractor's permit to operate.
4. Accept latex paint in the containers sizes listed below:

55 gallon drums	from County only
5 gallon container	from public or County
1 gallon container	from public or County
1 quart container	from public or County

5. The 5-gallon, 1-gallon and quart-sized containers collected by the County will either be delivered shrink-wrapped on a pallet or in plastic cubic yard boxes. Contractor shall be responsible for returning boxes to County at the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon. The Contractor shall be responsible to pick-up drums of bulked paint that needs to be reprocessed, from County at the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon.
6. The above containers shall be reprocessed by the Contractor into the following minimum color categories:

White/Off White	Blue/Yellow/Green	Red/Pink
Light Beige	Grey/Black	Dark Beige

7. Reprocessed paint will be containerized in 5-gallon plastic buckets. The buckets will be labeled and marked with the paint color (the County will supply Labels). The reprocessed paint shall be delivered shrink wrapped on pallets. The County shall be responsible for having equipment required to off load the delivery.

8. Reprocessed paint shall be delivered to the County within ninety (90) days of receipt of the dropped-off paint, or as needed by County.
9. Responsible for delivering reprocessed paint to the Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063, or other location as mutually agreed upon.
10. Responsible for the disposal of all empty containers with the exception of the empty 55-gallon drums and plastic boxes. The empty 55-gallon drums shall be returned to the County at Pine Street Warehouse, 310 Pine Street, Redwood City, CA 94063.
11. Coordinate all pick-ups of bulked paint and deliveries of reprocessed paint and/or empty 55-gallon drums and plastic boxes with Dermot Casey, Hazardous Materials Specialist at 650-363-4957, seventy-two (72) hours in advance.
12. Submit a copy of the firm's Transporter Contingency Plan and Safety Program to County, which includes driver safety policies and procedures within ninety days after execution of this contract.
13. Shall at all times conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to ensure the protection of persons and property.
14. Operational and Strategy Meetings - Contractor shall attend operational and strategy meetings and/or participate in conference calls with County program staff and other appropriate parties throughout the term of the contract. County reserves the right to choose time, location, and day of above referenced meeting.
15. All Contractor employees involved in the transportation and handling of County latex paint shall be licensed and in good standing with the California Department of Health Services (DHS) and shall have received documented training in compliance with applicable Federal and State requirements.
16. Regulations - 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, appropriate to licensure and certification regulations.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Payments

County will pay Contractor according to the following schedule.

Reprocessing of latex paint collected from the County Household Hazardous Waste Program:

Item 1

Paint Collected in 55 Gallon Drums from the County
Reprocessed and Returned to the County in 5 Gallon Plastic Containers
Estimated Annual Amount 10,000 to 30,000 Gallons

\$2.75 Per Gallon

Item 2

Paint Collected in 5 gallon Containers from the Public or the County
Reprocessed and Returned to the County in 5 Gallon Plastic Containers
Estimated Amount 5,000 to 10,000 Gallons

\$2.95 Per Gallon

Item 3

Paint Collected in 1 gallon Containers from the Public or the County
Reprocessed and Returned to the County in 5 Gallon Plastic Containers
Estimated Amount 5,000 to 10,000 Gallons

\$2.95 Per Gallon

Item 4

Paint Collected in 1 Quart Containers from the Public or the County
Reprocessed and Returned to the County in 5 Gallon Plastic Containers
Estimated Amount 5,000 to 10,000 Gallons

\$2.95 Per Gallon

Item 5

Special Batch Requiring Additional Screening to Make Paint Sprayable
Paint Collected in 55 Gallon Drums from the County and Screened
Reprocessed and Returned to the County in 5 Gallon Plastic Containers
Estimated Amount 1,000 to 5,000 Gallons

\$3.25 Per Gallon

Payments will be made upon submission and approval of invoices received from contractor. The total payment for services of this agreement shall not exceed Two Hundred Ninety Thousand Dollars (\$290,000). County shall have the right to withhold payment if County determines that the quality and quantity of work performed is unacceptable

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.

Ben Schrabi

Name of 504 Person - Type or Print

Extol Color Coatings, Inc.

Name of Contractor(s) - Type or Print

21595 Curtis St

Street Address or PO Box

Hayward

City

CA

State

94545

Zip Code

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

07-11-2005

Date

Ben Schrabi

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."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Extol Color Coatings, Inc.
Contact Person: Ben Sohrabi
Address: 21595 Curtis St
Hayward, CA. 94545
Phone Number: 510-887-7598
Fax Number: 510-887-5637

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
 Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
 No, the Contractor does not comply.
 The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Ben Sohrabi

Signature

Vice President

Title

Ben Sohrabi

Name (Please Print)

07-13-2005

Date

CONTRACT INSURANCE APPROVAL

DATE: 7/19/05
TO: Steve Rossi FAX: 363-4864 PONY: EPS 163
FROM: Mary Jappa, Envir. Health
PHONE: FAX: PONY:

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: *Early American Coatings*

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<i>\$ 1 million</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<i>\$ 1 million</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<i>Statutory</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

[Signature]

7/22/05

Risk Management Signature

Date

Steve Rossi

Risk Manager

JUL 19 05 09:40a

Armor & Assoc Insurance

510-793-1052

p. 1


ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID LV EXT4000	DATE (MM/DD/YYYY) 07/19/05
PRODUCER ARMOR & ASSOC INSURANCE AGENCY P.O. BOX 7480 FREMONT CA 94537 Phone: 510-793-1947 Fax: 510-793-1052		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 EXTOL COLOR COATING, INC DBA: EARLY AMERICAN COATING 21595 CURTIS ST HAYWARD CA 94545		INSURERS AFFORDING COVERAGE INSURER A: HARTFORD SERVICE CENTER INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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
X	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBAA7169	03/28/05	03/28/06	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
X X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBAA7169	03/28/05	03/28/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WORKERS COMPENSATION - STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X	OTHER PROPERTY SECTION	57SBAA7169	03/28/05	03/28/06	BPP 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED PER ATTACHED ENDORSEMENT FORM

CERTIFICATE HOLDER COUNTY OF SAN MATEO ENVIRONMENTAL HEALTH 455 COUNTY CENTER, 4TH FLOOR REDWOOD CITY CA 94063	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 
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Jul 19 05 09:41a

Hartford & Assoc Insurance

510-793-1052

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POLICY NUMBER: 57SBAAX7169

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

- C. Who is an insured in the BUSINESS LIABILITY or losses covered under the BUSINESS LIABILITY COVERAGE FORM is amended to include as an insured the person or organization shown in the Declarations but only with respect to liability arising out of the operations of the named insured.
- For losses covered under the Business LIABILITY COVERAGE of this policy this insurance is primary to other valid and collective insurance which is available to the person or organization shown in the Declarations as an Additional Insured.

ADDITIONAL INSURED:

COUNTY OF SAN MATEO
ENVIRONMENTAL HEALTH

FORM SS 04 49 05 93 Printed in U.S.A. (NS)

Copyright, Hartford Fire Insurance Company, 1993

07/15/2005 09:30

NO. 054 0007

NB

CERTHOLDER COPY

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-15-2005

GROUP:
POLICY NUMBER: 1368261-2004
CERTIFICATE ID: 4
CERTIFICATE EXPIRES: 09-01-2005
09-01-2004/09-01-2005COUNTY OF SAN MATEO
590 HAMILTON STREET
REDWOOD CITY CA 94063

NB

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - KHOSROW (CLINT M. SOHRABI, PRES - EXCLUDED.

ENDORSEMENT #1600 - BEHROOZ (BRUCE M. SHRABI-DIR. - EXCLUDED.

ENDORSEMENT #1600 - BEHZAD SOHRABI SEC, TRES - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2003 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

STILES PAINTING MANUFACTURING INC.
21595 CURTIS ST
HAYWARD CA 94545

NB

[SMH.CN]

PRINTED : 07-15-2005