### CONTRACT FOR SERVICES BETWEEN THE CITY OF SALINAS AND Blancas Construction, Inc. Board-Up Services

THIS AGREEMENT is made and entered into this \_16\_ day of \_August \_, 2016, by and between the City of Salinas, a California charter city and municipal corporation, hereinafter "City," and Blancas Construction Inc, a California Corporation, hereinafter "Contractor."

### RECITALS

WHEREAS, Contractor represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Contractor is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

#### **TERMS**

- 1. <u>Scope</u>. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the services as described on the Request for Proposal attached as <u>Attachment A</u> and Contractor's Proposal, <u>Attachment B</u>.
- 2. <u>Timely.</u> Contractor shall perform all tasks in a timely fashion, as set forth more specifically in paragraph 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or may agree in writing with Contractor to an extension of time.
- 3. <u>Term.</u> The work under this Agreement shall commence August 16th 2016 and shall be completed by August 16, 2019 unless City grants a written extension of time as set forth 'in section 2 above.
- 4. <u>Payment</u>. If board-up is to City-owned property, Contractor shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person. Contractor's bills shall include the following information to which such services cost or pertain:
  - a. Address at which services were performed
  - b. A brief description of services performed;
  - c. The date the services were performed;
  - The number of hours spent and by whom;

- e. A brief description of any costs incurred;
- f. City staff member requesting board-up services of Contractor; and
- g. The Contractor's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Contractor submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Contractor until thirty (30) days after a correct and complying invoice has been submitted by Contractor.

If board-up is to privately owned property, Contractor shall follow the same procedures elucidated above but shall direct bill the private property owner and only submit invoices for payment directly to City upon non-payment by private property owner, provided at least thirty (30) days have lapsed between dates of billing by Contractor to private property owner. Any such non-paid invoices submitted by Contractor to City shall include evidence of at least two written billing attempts against the private property owner. If City and private property owner pay on the same invoices, Contractor shall promptly refund to the City the amount of overpayment or duplicate payment.

- 5. <u>Meet & Confer</u>. Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
- Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Contractor from professional responsibility for the work performed.

#### Insurance.

- (A) Contractor shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Contractor, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
  - (B) Contractor shall maintain the following limits:

General Liability – Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M. Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability

insurance with limits on the Declarations page but not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence and Two Million and 00/100 (\$2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible more than \$25,000.00 may be subject to review by the City of the Contractor's financials.

**Auto Liability** – Contractor shall provide limits on the Declarations page but not less than One Million and 00/100 (\$1,000,000) combined single limit for bodily injury and property damage having an A.M. Best rating of A Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non-owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

**Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) – Contractor shall maintain and provide coverages with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate limits.

**Workers' Compensation** – In the event the Contractor hires employees, the Contractor shall provide Workers' Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's Liability Insurance for One Million and 00/100 Dollars (\$1,000,000). Waiver of Subrogation for Workers' Compensation in favor of the City of Salinas is required.

- (C) All insurance companies with the exception of "Worker's Compensation" and "Auto Liability" affording coverage to the Contractor shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.
- (D) All insurance companies affording coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

- (E) All insurance companies affording coverage shall provide ten (10) days written notice by certified mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.
- requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Contractor, its agents or representatives" does not satisfy the requirements of this subsection. The Contractor shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.
- days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered default by Contractor. In the event Contractor is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Contractor shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.
- (H) Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.
- (I) Contractor shall require and verify that all subcontractors maintain insurance meeting all th3e requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For General Liability coverage Contractor shall ensure that subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- Indemnification. Contractor hereby agrees to the following Indemnification and Hold Harmless Clause:

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Salinas, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property],

demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors' or subcontractors', if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those Claims which arise out of the sole negligence or willful misconduct of the City.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk, and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages or any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests or invitees; excepting such damage or loss arising out of the negligence of the City.

8. <u>Licensing</u>. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

### 9. Termination.

- (A) City shall have the authority to terminate this Agreement, upon written notice to Contractor, as follows:
  - (1) If in the City's opinion the conduct of the Contractor is such that the interest of the City may be impaired or prejudiced, or
    - (2) For any reason whatsoever.
- (B) Upon termination, Contractor shall be entitled to payment of such amount as fairly compensates Contractor for all work satisfactorily performed up to the date of termination based upon the Contractor's rates shown in <a href="Exhibit A">Exhibit A</a>, except that:
  - (1) In the event of termination by the City for Contractor's default, City shall deduct from the amount due Contractor the total amount of additional expenses

incurred by City as a result of such default. Such deduction from amounts due Contractor are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another Contractor(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Contractor hereunder, Contractor shall pay City the full amount of such expense.

- (C) In the event that this Agreement is terminated by City for any reason, Contractor shall:
  - (1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and
  - (2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Contractor's delivery to the City of such material.
- 10. **Agency.** In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
- Non-Assignability. The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
- 12. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parities hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
- 13. **Validity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 14. <u>Compliance with Laws, Rules, and Regulations.</u> Services performed by Contractor pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.
- 15. <u>Exhibits Incorporated.</u> All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between and of the

terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

- 16. <u>Independent Contractor</u>. It is expressly understood and agreed by both parties that Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Contractor expressly warrants not to represent, at any time or in any manner, that Contractor is an employee or servant of the City.
- 17. <u>Integration and Agreement</u>. This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.
- 18. <u>Jurisdiction</u>. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

### 19. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Attorney's Office, City of Salinas 200 Lincoln Avenue Salinas, California 93901

**(B)** Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Oscar Blancas 321 Paloma Ave. Salinas, CA. 93905

- 20. <u>Counterparts</u>. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
- Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.
- Laws. Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed

by and construed in accordance with the laws of the State of California and the City of Salinas.

- 23. <u>Nondiscrimination</u>. During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.
- 24. <u>Conflict of Interest.</u> Contractor warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Contractor further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Contractor as the result of Contractor's performance of the work or services pursuant to the terms of this Agreement.
- 25. <u>Non-Exclusive Agreement</u>. This Agreement is non-exclusive and both City and Contractor expressly reserves the right to contract with other entities for the same or similar services.
- No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.
- 27. <u>Licenses</u>. If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its representatives, agents or subcontractors by federal, state or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.
- 28. Counterparts. This Agreement may be executed in one or more counterparts, each of

which shall be deemed an original, but all of which together shall constitute a single agreement.

- 29. <u>Legal Representation</u>. Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.
- 30. <u>Joint Representation</u>. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.
- 31. <u>Warranty of Authority</u>. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Ray E. Corpuz, City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

CONTRACTOR

By (printed name): Oscar Blancas

Its (title): Project Manager

10. At least three references of clients for which the contractor has worked providing similar services to those sought through this RFP.

Dan Welch

Planning Department Pajaro Valley Unified School District Santa Rita Union School District Project Manager

daniel welch@pvusd.net Office: 831-786-2380 Cell: 831-726-6039

Eric Wasinger Interim Director of Facilities 831.443.7200 ext.1101 Office 831.443.3647 Fax

ewasinger a santaritaschools.org

408.710.5384 Cell

Trini Zavala **MOT Supervisor** Gonzales Unified School District 600 Elko Street, P.O. Drawer G Gonzales, Ca. 93926 831-675-2495-ext 8326-Office 831-675-1461-fax tzavala@gonzales.k12.ca.us

11. The caption, case number, court, counsel, and general summary of any litigation pending or judgment rendered within the past three years against the contractor or any of its proposed team members, subcontractors, or partners who will be called upon to provide services. Blancas Construction does not have any caption, case number, court, counsel, or general summary of any litigation pending or judgment rendered within the past three years.

Blancas Construction, Inc. does not have any caption, case number, court, counsel or general summary of litigation pending.

Thank you for allowing Blancas Construction, Inc. to provide our services for your project. If you have any questions, please contact Mr. Oscar Blancas at (831) 320-4101.

Respectfully submitted,

Oscar Blancas Blancas Construction, Inc. CA License No. 815807 DIR# 1000035186

### Exhibit A

### Exhibit B



### BLANCAS CONSTRUCTION, INC

### BUILT ON INTEGRITY

LIC# 815807

### **PROPOSAL**

August 15, 2016

City of Salinas RFP Board-up Services On-Call, As Needed

RE: Board-up Services On-Call, As Needed

LOCATION: City of Salinas

Blancas Construction, Inc. is pleased to provide with a proposal to on call board-up services as needed.

### Questionnaire

 Name, local address, and telephone number(s) of the contractor. This contact information shall include the Contractor's primary point of contact for the City as well as the Contractor's physical location from where contractors will be dispatched to perform the services described herein.

Blancas Construction, Inc 321 Paloma ave. Salinas CA. 93905 Project Manager Oscar Blancas

Phone: 831-320-4101 Office: 831-320-6767 oscar@blancasinc.com

The names and the number of years the firm has been in business under current or previous names or additional assumed business names.

Blancas Construction, Inc. has been in business for 14 years since 2002 with the current business name.

- Name and title of the person authorized to execute a contract on behalf of the contractor.
   Oscar Blancas is the person authorized to execute a contract on behalf of the contractor.
- 4. Has the contractor worked with the City or other public entity in the past for a similar scope of services?

Blancas Construction, Inc. has worked for a public entity for the similar scope of work

- Consultant's proposed approach to the Scope of Work, including procedures, methodologies, measures of effectiveness, organization and scheduling of tasks to be performed as well as a statement outlining the anticipated involvement of City staff.
  - a. The installation of all board-up materials shall comply with proper personal protective equipment, in accordance with Cal-OSHA safety and health regulations for construction workers (Cal-OSHA, 29CFR1926.28).
  - Blancas Construction Inc. will not enter into any area unless directed by City or Police personnel with the proper authorization to perform board up services.
  - c. Per service call a minimum of two people are needed to board up one window.
  - d. The installation of board up procedures will be in conformance with the IAAI/USFA Abandoned Building project specifications. See attached Appendix B
- Explain the fee structure Contractor will utilize for board-ups, including any time and materials charges, clarify any travel charges including mileage, dispatch/activation charges, administrative charges, etc.

Labor	Material	Work after hours	Lump Sum
\$75hr	\$55 per sheet	\$95 hr.	\$350 per board up
	including anchors	Min. 4 hours	\$425 above first floor

 A list of any subcontractors to be utilized on the project, including a description of how each subcontractor will be utilized.

Blancas Construction, Inc. will self-perform installation of board-ups. If abatement of hazardous materials is needed Blancas Construction will sub-contract out the abatement portion of the work to PARC Environmental Services.

- 8. Any additional services or procedures of benefit to the City not specifically required herein, which the contractor offers to provide or wishes to bring to the attention of the City. Blancas Construction Inc. can also self perform demolition services and restoration of damage windows and doors on per case basis as well as general contracting services.
- Contractors shall consider the cost of carrying the insurance required by the attached form of agreement and any exceptions or requested modifications to the form of agreement must be included in the proposal.

See appendix A for certificate of:

- insurance
- City of Salinas Business License
- State of California Contractors State License Board

### "Propsal for Board-up Services"

### Appendix A

- · Certicate of Insurance
- · City of Salinas Business License
- State of California Contractors State Lincense Board





### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY) 05/27/2016

PRODUCER (925) 6 Ferrante Insur 1401 Willow Pa	ance Services, Inc.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
Suite 105 Concord	CA 94520-	INSURERS AFFORDING COVERAGE	NAIC #	
INSURED Blancas Construction Inc 321 Paloma Avenue		INSURER A: Intl Ins Co of Hannover, SE		
		INSURER B. Mercury Insurance Group		
		INSURER C. National Union Fire Ins. Co.		
		INSURER D. State Compensation Ins Fund		
Salinas	CA 93905-	INSURER E		
COVERAGES				
	WALLES OF SHARE DEED BEING OF THE PERMISSION OF	TO THE INCHES NAMES ABOVE FOR THE BOLICY DEBIOD INDICATED NO	WITHSTANDING	

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.

NSR ADD'L LTR INSRD TYPE OF INSURANCE		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A X	1.	GENERAL LIABILITY	HAN 004489 16	02/22/2016	02/22/2017	EACH OCCURRENCE DAMAGE TO RENTED	S	1,000,00
		X COMMERCIAL GENERAL LIABILITY		/ /	/ /	PREMISES (Ea occurrence)	5	100,00
		CLAIMS MADE X OCCUR		/ /	/ /	MED EXP (Any one person)	S	5,00
				/ /	1 1	PERSONAL & ADV INJURY	\$	1,000,00
				/ /	/ /	GENERAL AGGREGATE	\$	2,000,00
		GENT AGGREGATE LIMIT APPLIES PER		/ /	/ /	PRODUCTS - COMPIOP AGG	5	2,000,00
		X POLICY PRO-		1 1	1 1			100
В		AUTOMOBILE LIABILITY	BA040000026480	03/17/2016	03/17/2017	COMBINED SINGLE LIMIT	5	
		ANY AUTO		1 1	1 1	(Ea accident)	3	1,000,000
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY		
		X SCHEDULED AUTOS		/ /	11	(Per person)	\$	
		HIRED AUTOS		, ,	1 1	BODILY INJURY		
		NON-OWNED AUTOS		, ,	1 1	(Per accident)	5	
		No. Contract No. Co.		, ,	1 1	DOODEDTY DANGE		
		-		, ,	11	(Per accident)	\$	
		GARAGE LIABILITY		1 1	1 1	AUTO ONLY - BA ACCIDENT	\$	
		ANY AUTO		1 1	1 /	OTHER THAN EA ACC	5	
				1 1	1 1	AUTO ONLY: AGG	\$	
С		EXCESS / UMBRELLA LIABILITY	EBU 016573108	05/20/2016	02/22/2017	EACH OCCURRENCE	\$	5,000,000
		X OCCUR CLAIMS MADE		1 1	1 1	AGGREGATE	s	5,000,000
				/ /	1 1	PRODUCTS/COMPLETED	\$	5,000,000
		DEDUCTIBLE		1 1	1 1	CRISISRESPONSE	S	250,000
		RETENTION \$		1 1	11	CRISISFUND	5	50,000
AN OF (M:		KERS COMPENSATION	9154403-15	03/08/2016	03/08/2017	X WC STATU OTH-		
	ANY F	PROPRIETOR/PARTNER/EXECUTIVE		/ /	1 1	E.L. SACH ACCIDENT	5	1,000,000
	(Mano	SER/MEMBER EXCLUDED?		/ /	1 1	EL DISEASE - EA EMPLOYEE	5	1,000,000
	If yes,	describe under		1_1	11	EL DISEASE - POLICY LIMIT	8	1,000,000
	OTHE	R		1 1	1 1			
				/ /	1 1			
				1 1	1 1			

Certificate holder to be named as additional insured with primary & non-contributory wording and waiver of subrogation applies per the attached endorsement forms CG 20 10 10 01, HGL 1070 0912 & CG 24 04 10 93 & CA 20 48 02 99.

CERTIFICATE HOLDER	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
Constellation Brands U.S.	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
Operations, Inc. (CBUSO)	REPRESENTATIVES.
1255 Battery Street, Suite 300	AUTHORIZED REPRESENTATIVE
San Francisco CA 94111-	MH

ACORD 25 (2009/01)

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California Automobile Insurance Company P.O. Box 10730 Santa Ana, CA 92711-0730

Customer Service: (800) 503-3724

CA 20 48 02 99 - Designated insured



### **BUSINESS AUTO POLICY**

### **ADDITIONAL INSURED Amended Declarations**

Effective Date: 05/27/2016

NAMED INSURED: AGENT:

BLANCAS CONSTRUCTION, INC.

321 Paloma Ave

Ferrante Insurance Services, Inc.

1401 WILLOW PASS RD STE 105

Salinas, CA 93905-3033 CONCORD, CA 94520 (925) 674-1755

Insurance Company: California Automobile Insurance Company
Policy Number: BA040000026480
Policy Period: From: 03/17/2016 to 03/17/2017 at 12:01 AM Standard Time at your mailing address

Additional Insured: CONSTELLATION BRANDS US OPERATIONS, INC. (CBUSO)
Address: 1255 Battery St Ste 300, San Francisco CA 94111
Endorsements Attached:

AUTOMOBILE LIABILITY PROVIDED

Symbol 7 - Specifically Described "Autos"

Limits of Insurance: \$1,000,000 CSL

MCADS910711 Page 1 of 1

### City of Salinas

### **Business License**



19-26

License Section

Business Name and Address

**Expiration Date** 

30 Jun 2017

Blancas Construction, Inc. 321 Paloma Ave Salinas, CA 93905

License Number

65119

This license evidences that the person(s), firm, or corporation named herein has paid the applicable fee required by the Salinas City code through the date indicated above. Under provisions of Chapter 19-3 of the Salinas City Code, issuance of this license shall not be construed as compliance with other City Ordinances, State Law, or Federal Laws.

DISPLAY IN A CONSPICUOUS PLACE

THIS LICENSE IS NOT TRANSFERABLE

Blancas Construction, Inc. PO Box 9533 Salinas, CA 93905 Type of Business

General Contractor



Alfana.

### State Of California CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



815807

CORP

PUSINES NAME BLANCAS CONSTRUCTION INC

Classification(s) B

Expression Code 05/31/2017

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### "Propsal for Board-up Services"

### Appendix B

 The installation of board up procedures will be in conformance with the IAAI/USFA Abandoned Building project specifications





### IAAI/USFA Abandoned Building Project USFA National Arson Prevention Initiative Board Up Procedures



### Materials List and Specifications

### **Security Measures**

- All openings in the basement, first floor doors and windows, and any point of entry
  accessible from a porch, fire escape or other potential climbing point shall be
  barricaded with plywood, 2x4 braces, carriage bolt sets, and nails. Particle board,
  wafer board, Masonite, or other similar material shall not be used for purposes of
  boarding-up a building.
  - 2. Openings that are at least 10' from ground level which are not accessible from a porch, fire escape, roof, or other climbing point can be secured with nails in each brace, and every 12" around the perimeter. For all openings, the plywood should be fitted so that it rests snugly against the exterior frame, butting up to the siding on wood frame buildings and up to the brick molding edge on brick buildings. It may be necessary to remove the staff bead so this fit can be flush and tight.
  - The structure shall be posted with a NO TRESPASSING sign at the completion of the board-up.

#### Materials

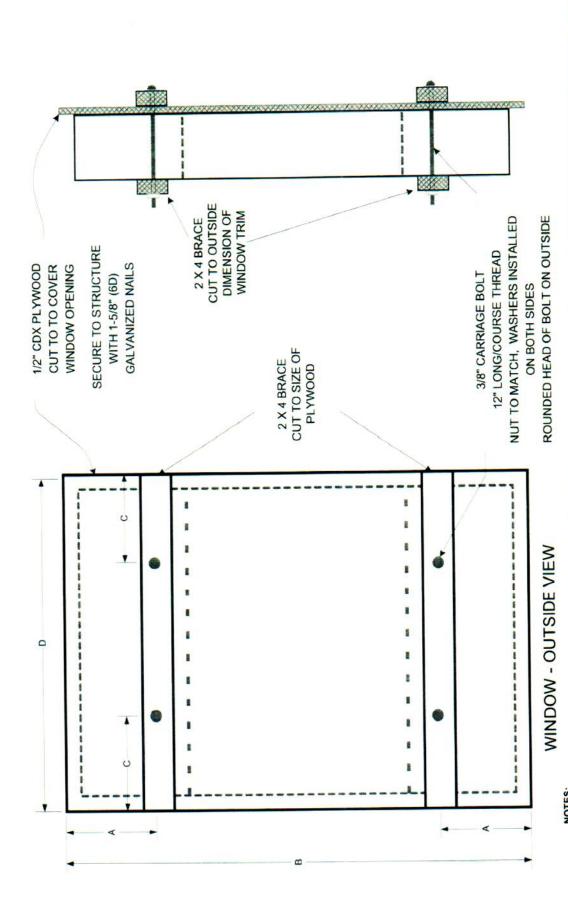
- 1. Plywood, 1/2" (4 ply) exterior grade CDX
- 2. Braces 2" by 4" by 8' construction grade lumber
- 3. 3/8" (coarse thread) by 12" carriage bolts (rounded head on weather side)
- 4. 3/8" (coarse thread) construction grade nuts
- 1/2" (USS Standard) Flat washers with an inside diameter large enough to bypass
  the wrench neck inside the carriage bolt head so no lift edge is available beneath
  an installed carriage bolt head.
- 3/8" (USS Standard) diameter flat washers for installation beneath the nut inside the building
- 1-5/8" (6d) galvanized or stainless steel ring-shank nails or comparable deck nails.

### **Barrier Assembly**

- Applying barriers is accomplished with a inside and outside carpenter with appropriate tools and supplies. The inside carpenter will need a light. Exit is made over a ladder when the last window is boarded.
- Plywood shall be cut to fit over the window and door openings, flush with outside of the molding/trimmer stud. Application of barriers shall be completed so that all lift or pry points are avoided.
- 3. The 2x4 braces shall be cut to fit the horizontal dimension of the plywood. Two exterior and two interior 2x4 braces shall be provided for each window and three sets for each door.
- 4. Window Assembly Braces are located horizontally approximately 1/3 of the distance from the top and the bottom of the window. Bolt holes are located 1/3 of the length of the brace from the outside edge of the window jams. Prior to installation, the assembly should be pre-assembled and 3/8" holes drilled through all of the components.
- 5. Door Assembly Door braces will be placed horizontally; one in the center of the doorway and one 1/2 the distance from the center to the top and one 1/2 distance from the center to the bottom of the doorway. Bolt holes are located 1/3 of the length of the brace from the outside edge of the door frame. Prior to installation, the assembly should be pre-assembled and 3/8" holes drilled through all of the components.
- Plywood used to cover exterior openings shall be nailed every 12" along the perimeter to the window or door frame.
- 7. The 2x4 braces on the interior and exterior of the assemblies shall be secured using 3/8" by 12" carriage bolt assemblies. Bolts shall be inserted through the predrilled holes from the exterior with a 1/2" washer place against the exterior brace, a 3/8" washer is placed against the interior brace. The bolt is tightened from the inside so that it slightly compresses the interior brace.
- The exterior surfaces of barriers shall be painted or stained the same color as the structure to minimize the appearance.

Should the through-bolt compression method be impossible due to the size or condition of the opening, the opening shall be covered with plywood and secured with a minimum of 3-inch-long deck or wood screws installed on 4-inch centers around the circumference of the opening.

For buildings that require access by authorized personnel, a single door that is visible from the street may be secured using a solid core wood or steel door. There shall be no windows or other openings in this door. The door shall be securely locked using a padlock and hasp assembly that is bolted through the door. The lock loop portion of the hasp is attached to the door frame using a minimum of 3-inch-long wood screws.



# **USFA National Arson Prevention Initiative Board Up Procedures**

### Window Detail

IAAI/USFA Abandoned Building Project



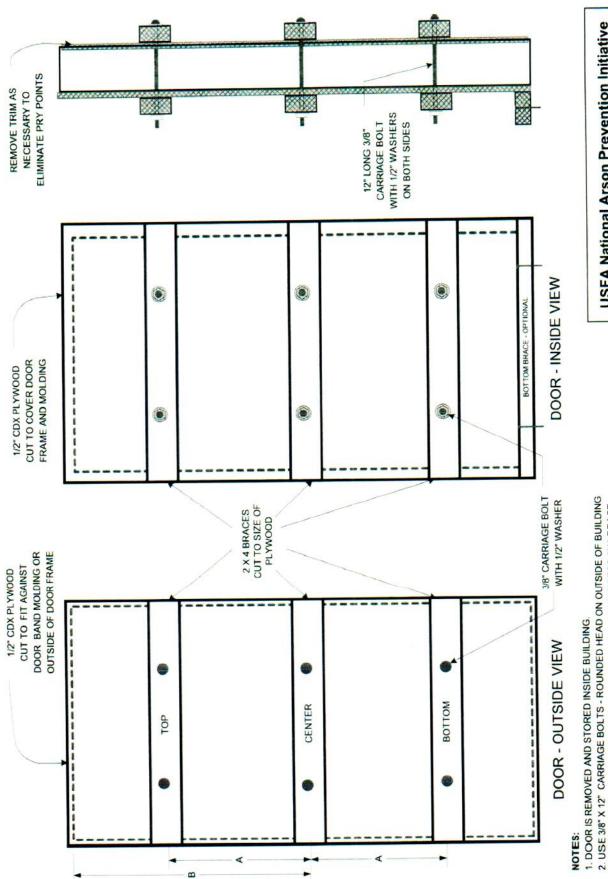
6. LOCATION OF BOLT HOLES: C = 1/3D (SEE DIMERSION LOCATIONS ON DRAWING) 5. BRACE LOCATIONS: A = 1/3 B (SEE DIMENSION LOCATIONS ON DRAWING)

4. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS 2X4 BRACE.

TIGHT FIT.

3. OUTSIDE TRIM MAY HAVE TO BE REMOVED TO ACCOMMODATE A FLUSH AND 2. STORM WINDOWS SHOULD BE REMOVED AND STORED INSIDE STRUCTURE.

1. FOR DOUBLE HUNG WINDOWS, SLIDE SASH TO CENTER OF UNIT AND PASS BOLTS THROUGH OPENINGS AT TOP AND BOTTOM.



# **USFA National Arson Prevention Initiative**Board Up Procedures

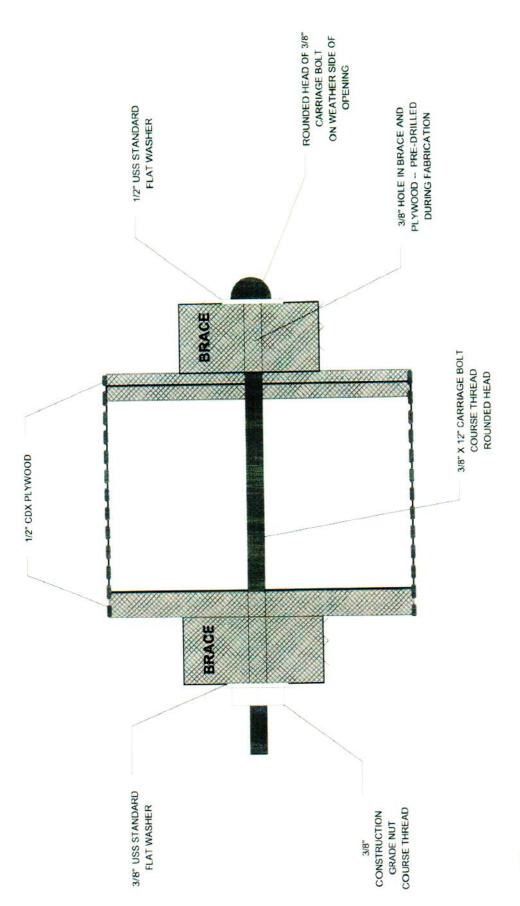


Door Detail

IAAI/USFA Abandoned Building Project



3. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS 2X4 BRACE.
4. IF PLYWOOD CAN NOT BE BUTTED AGAINST BAND MOLDING, CUT TO COVER OUTSIDE EDGE OF DOOR FRAME.



### NOTES:

- 2. TIGHTEN NUTS FROM INSIDE ENOUGH TO SLIGHTLY COMPRESS WASHER INTO 2X4 BRACE.

  3. USE 1/2" WASHER ON WEATHER SIDE TO ACCOMMODATE THE THE WRENCH NECK OF BOLT AND ELIMINATE PRY POINTS. 1. USE 3/8" X 12" CARRIAGE BOLTS - ROUNDED HEAD ON OUTSIDE OF BUILDING

### **USFA National Arson Prevention Initiative** IAAI/USFA Abandoned Building Project **Bolt Assembly Detail** Board Up Procedures

# WINDOW ASSEMBLY

MATERIALS REQUIRED PER WINDOW

- 1 1/2" CDX PLYWOOD SHEET CUT TO DIMENSIONS OF WINDOW FRAME (WEATHER SIDE
- 2X4 BRACES CUT TO WIDTH OF PLYWOOD
- 4 CARRIAGE BOLT ASSEMBLIES

## DOOR ASSEMBLIES

MATERIALS REQUIRED PER DOOR

- 1/2" CDX PLYWOOD SHEET CUT TO DIMENSIONS OF DOOR FRAME (WEATHER SIDE)
- 1/2" CDX PLYWOOD SHEET CUT TO OUTSIDE DIMENSIONS OF DOOR FRAME TRIM (INSIDE)
- 6 2X4 BRACES 3 CUT TO WIDTH OF OUTSIDE PLYWOOD, 3 CUT TO WIDTH OF INSIDE PLYWOOD
- 2X4 BOTTOM BRACE CUT TO WIDTH OF DOOR TRIM (OPTIONAL)
- 6 CARRIAGE BOLT ASSEMBLIES

# CARRIAGE BOLT ASSEMBLY

- 1 12' X 3/8" CARRIAGE BOLT COURSE THREAD
- 1 1/2" USS STANDARD FLAT WASHER (WEATHER SIDE)
- 3/8" USS STANDARD FLAT WASHER (INSIDE)
- 3/8" CONSTRUCTION GRADE NUT COURSE THREAD

NUMBER OF WINDOWS TO BE SECURED (N<sub>w</sub>X 4)

CARRIGE BOLT ASSEMBLIES REQUIRED (B<sub>w</sub>): (N<sub>w</sub>X 4)

NUMBER OF DOORS TO BE SECURED (N<sub>D</sub>):

NUMBER OF DOOR BRACES REQUIRED: (N<sub>D</sub>X 6)

CARRIGE BOLT ASSEMBLIES REQUIRED: (N<sub>D</sub>X 6)

TOTAL CARRIGE BOLT ASSEMBLIES REQUIRED:(B<sub>W</sub> + B<sub>D</sub>)

USFA National Arson Prevention Initiative
Board Up Procedures

MATERIALS LIST

IAAI/USFA Abandoned Building Project