

**MARIN COUNTY OPEN SPACE DISTRICT
STANDARD SHORT FORM CONTRACT**

Contract Log# 10-6300-45

THIS AGREEMENT is made and entered into this day 13th of April, 2010 by and between the MARIN COUNTY OPEN SPACE DISTRICT, hereinafter referred to as "District" and **SHELTERBELT BUILDERS, INC.**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, District desires to retain a person or firm to provide the following services: **for District-wide invasive weed survey**; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by District, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The District agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide District with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO DISTRICT:

In no event will the cost to District for the services to be provided herein exceed the maximum sum of **\$38,600.00** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 13, 2010**, and shall terminate on **April 30, 2011**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to District. The general liability policy shall be endorsed naming the County of Marin and the Marin County Open Space District as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the District prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to the District of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the District, its employees, officers, and agents, harmless and defend the District against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. District agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, District may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The District shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to District prior to commencement of work.

☐ Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the District may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the District may conclusively rely thereon.

☒ Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the District except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the District evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the District.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit District to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at District's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from District. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONSULTANT:

Any and all work product resulting from this agreement is commissioned by the District as a work for hire. The District shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant hereby acknowledges and agrees that ownership of such work product shall be transferred to the District.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the District may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the District. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to District, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold District, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of

the above-referenced local laws and resolutions may be secured from the District's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on District's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to District at the following location:

Contract Manager:	Mischon Martin
Dept./Location:	Marin County Department of Parks and Open Space 3501 Civic Center Dr. #260 San Rafael, CA 94903
Telephone No.:	415 / 507-2056

Notices shall be given to Contractor at the following address:

Contractor:	Shelterbelt Builders Inc. Attn: Mark Heath
Address:	1207 10 th Street Berkeley, CA 94710
Telephone No.:	510/841-0911

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> <u>Scope of Services</u>
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> <u>Fees and Payment</u>
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> <u>Insurance Reduction/Waiver</u>

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
MARIN COUNTY OPEN SPACE DISTRICT:**

By: _____

JUDY ARNOLD
PRESIDENT, BOARD OF DIRECTORS

CONTRACTOR:

ATTEST:

By: _____
Name: _____
Telephone No.: _____

By: _____
SECRETARY

COUNTY COUNSEL REVIEW AND APPROVAL *(Only required if any of the noted reason(s) applies)*

REASON(S) REVIEW:

- ☒ Contract Requires Board of Directors' Approval
- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by County Counsel at Department's Request

County Counsel: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

ASSUMPTIONS

- District shall provide digital orthophotography, roads and trails layers, and any other pertinent existing data to the contractor

MAJOR TASKS

Task 1: Identify and map invasive plants within locations listed in Exhibit B

- Contractor shall identify and map invasive plants within specified District preserves
- Provide all data to the District in appropriate GIS format
- Provide mapping methodologies and mapping location data to the District

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

The maximum amount of this contract shall not exceed \$38,600.00.

Item #	Description	Schedule	Hourly Rate
1.0	Invasive Species Mapping: District Preserves		
1.1	Rapid Assessment weed mapping focusing on 6 primary widespread weed species and 7 species of limited distribution. Focus on Genista/Phalaris/Coraderis/Echium in Spring; Centaurea/Foeniculum in Summer survey seasons. Time estimates include preparation, field mapping, data download/editing/processing time.		
	Blithdale Summit/Camino Alto/Baltimore Canyon Preserves	Spring Survey	\$67
	Cascade Canyon/White Hill Preserves	Spring/Summer Survey	\$67
	Gary Giacomini Preserve	Spring Survey	\$67
	Ignacio Valley/Pacheco Valle/Loma Verde Preserves	Spring/Summer Survey	\$67
	Indian Tree Preserve	Spring Survey	\$67
	Loma Alta Preserve	Summer Survey	\$67
	San Pedro Mountain Preserve	Spring	\$67
	Mt. Burdell Preserve	Spring/Summer Survey	\$67
	Rush Creek Preserve	Summer Survey	\$67
	Alto Bowl/Horse Hill Preserves	Summer Survey	\$67
	Bothin Marsh Preserve – WETLAND	Spring Survey	\$67
	Santa Venetia Marsh Preserve – WETLAND	Spring Survey	\$67
	Little Mountain Preserve	Summer Survey	\$67
	Verissimo Hills Preserve	Summer Survey	\$67

Estimated Total Cost: \$35,094.00

Contingency: \$3,506

Contingency amounts shall only be spent by Contractor after receiving instruction to do so by District.

All invoices submitted by Contractor shall include:

- brief description of services performed,
- date(s) services were performed,
- number of hours spent and by whom,
- brief description of any extra costs incurred,
- Contract Log Number, and
- Purchase Order Number.

Invoices are to be submitted at the end of each month.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: Shelterbelt Builders, Inc.

CONTRACT TITLE: District-wide invasive weed survey

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Insurance	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Professional Liability Insurance Waiver: Contractor will identify and map invasive plants for the District. District shall make all decisions.

Contract Coordinator Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____

ACORD <small>TM.</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/01/2010												
PRODUCER Phone: 888-874-3800 Fax: 800-921-5506 CONSTRUCTION SPECIALTIES INSURANCE SERVICES 2450 VENTURE OAKS WAY, SUITE 220 SACRAMENTO CA 95833		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 SHELTERBELT BUILDERS, INC. 1207 10TH STREET BERKELEY CA 94705		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: <u>St. Paul Mercury Ins. Co.</u></td> <td></td> </tr> <tr> <td>INSURER B: <u>DeLos Insurance Company</u></td> <td></td> </tr> <tr> <td>INSURER C: <u>St. Paul Mercury Ins. Co.</u></td> <td></td> </tr> <tr> <td>INSURER D: _____</td> <td></td> </tr> <tr> <td>INSURER E: _____</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: <u>St. Paul Mercury Ins. Co.</u>		INSURER B: <u>DeLos Insurance Company</u>		INSURER C: <u>St. Paul Mercury Ins. Co.</u>		INSURER D: _____		INSURER E: _____	
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INSURER C: <u>St. Paul Mercury Ins. Co.</u>														
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	ADD'L WSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CK08102888	10/25/09	10/25/10	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/>	POLLUTION/E&O/PESTICIDE-HERBICID				PERSONAL & ADV INJURY	\$ 1,000,000
		GENTL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS-COMP/OP AGG.	\$ 2,000,000
B		AUTOMOBILE LIABILITY	DPA5501702@2	03/10/10	03/10/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/>	NON-OWNED AUTOS			OTHER THAN AUTO ONLY: EA ACC AGG	\$	
C		GARAGE LIABILITY	GL08101543	10/25/09	10/25/10	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO				AGGREGATE	\$ 1,000,000
	<input checked="" type="checkbox"/>	EXCESS / UMBRELLA LIABILITY					\$
	<input type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	<input type="checkbox"/>	DEDUCTIBLE RETENTION \$ 0					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	GL08100430	10/25/09	10/25/10	WC STATUTORY LIMITS	\$
	<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	<input type="checkbox"/>	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$
		OTHER: COMMERCIAL PROPERTY				E.L. DISEASE-POLICY LIMIT	\$
						BPP (CONTENTS) - LIMIT \$10,000	

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

*10 DAYS NOTICE FOR NON-PAYMENT, 30 DAYS FOR ALL OTHER
 COUNTY OF MARIN AND THE MARIN COUNTY OPEN SPACE DISTRICT ARE NAMED ADDITIONAL INSURED ONLY AS THEIR INTEREST MAY APPEAR PER FORMS 40502 AND 43356 ATTACHED.

CERTIFICATE HOLDER

Marin County Department of Park
 and Open Space
 3501 Civic Center Drive
 Room 415
 San Rafael CA 94903

Attention:

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

Brett Webster
 Brett Webster

Additional Protected Persons ☐

☐

DESCRIBED PERSON OR ORGANIZATION: ☐

☐

Any person or organization whom you are required to add as an additional ☐
Insured to this agreement under a written contract: ☐

1. Currently in effect or which will become effective during the term of ☐
this agreement, and ☐
2. Executed prior to the event which results in bodily injury or ☐
property damage, or the offense which results in personal injury or ☐
advertising injury. ☐

☐

Name of Insured **Policy Number** GL08100430
Shelterbelt Builders, Inc.

Effective Date 10/25/09

DESCRIBED PERSON OR ORGANIZATION ENDORSEMENT –
ADDITIONAL PROTECTED PERSON

The St. Paul

This endorsement changes your Commercial
General Liability Protection

How Coverage Is Changed

The following is added to the Who Is Protected under This Agreement section. This change adds certain protected personS and limits their protection.

We explain what we mean by your work in the Products and completed work total limit section.

Other Terms

All others terms of your policy remain the same

Described person or organization. The person or organization shown in the Coverage Summary as a described person or organization is a protected person. But only for covered injury or damage that result from:

- premises you own, rent or lease; or
- your work.



CERTHOLDER COPY

Marin County
Parks and Open Space NF

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

MAR 26 2010

Received

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-05-2010

GROUP: 000713
POLICY NUMBER: 0019129-2009
CERTIFICATE ID: 25
CERTIFICATE EXPIRES: 04-05-2011
04-05-2010/04-05-2011

COUNTY OF MARIN
DEPT OF PARK AND OPEN SPACE
3501 CIVIC CENTER DR RM 415
SAN RAFAEL CA 94903-4189

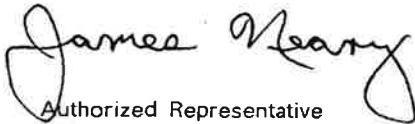
NF

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


Interim President and CEO

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

ENDORSEMENT #1600 - GLENN W. JONES, BOARD CHAIR - EXCLUDED.

ENDORSEMENT #1600 - WILLIAM J. MCCLUNG, TREASURER - EXCLUDED.

ENDORSEMENT #1600 - NOAH D. BOOKER, VP, SEC - EXCLUDED.

ENDORSEMENT #1600 - MARK A. HEATH, PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - ROLLAND J MATHERS, VP - EXCLUDED.

ENDORSEMENT #2055 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04-05-2008 IS
ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

SHELTERBELT BUILDERS INC
1207 10TH ST
BERKELEY CA 94710

NF