#### RESOLUTION NO.

### JOB ORDER CONTRACT AGREEMENT JOC-2001

THIS JOB ORDER CONTRACT (Agreement), is entered into this <u>23th</u> day of <u>July</u>, 2019, by and between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and PACIFIC CONTRACTORS GROUP, INC., hereinafter called the "Contractor".

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

STATEMENT OF WORK - The Contractor shall furnish all labor and materials and perform all work for: Job Order Contract for Painting Contracting Services, JOC-2001, in strict accordance with the Contract Documents. The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

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

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

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

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

Normal Working Hours Adjustment Factor	1.0260
Other than Normal Working Hours	1.0260
Detention Facilities Normal Working Hours	1.0260
Detention Facilities Other than Normal	1.0260
OSHPD Facilities Normal Working Hours	1.0260
OSHPD Facilities Other than Normal	1.0260

There is no Minimum Contract Value. The initial Contract amount shall be \$250,000 for purposes of Payment Bond and Performance Bond amounts. The value of the total amount of Job Orders may be increased by the County, but in no event may the total value of Job Orders issued pursuant to this Contract exceed \$1,000,000.

At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until the County has accepted the Project described in the Job Order by execution of a Notice of Completion.

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

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

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

The Contract Documents consist of:

- 1. This Job Order Contract Agreement
- 2. The General Conditions
- 3. Special Provisions
- 4. Job Orders

Agreement

- Construction Task Catalog<sup>®</sup>
- 6. Technical Specifications

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

COUNTY OF SAN MATEO	A Political Sub-Division of the State of California
Attest:	ByPresident, Board of Supervisors
Michael P. Callagy Clerk of the Board of Supervisors	Contractor  By  Its SETMIR-QOSE PRESIDENT/CHIEF EXECUTIVE OFFICER

Page 2 of 2

# PAYMENT BOND JOC 2001

### KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to Pacific Contractors Group, Inc. hereinafter designated as the "Principal," a contract dated July 23, 2019 hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as JOC-2001 Painting Contracting Services.

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

# NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned SureTec Insurance Company (Surety's Name)

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

Two Hundred Fifty Thousand & 00/100 Dollars (\$ 250,000.00 )

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

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

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

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

Payment Bond

9566 inclusive, and all amendments thereto.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 23rd day of July , 2019.

Pacific Contractors Group, Inc.	SureTec Insurance Company
Principal	Surety
	Ander Sursy
Signature	Signature
SEIMIR COOSE, PRESIDENT	Andrew Sysyn, Attorney-in-Fact
Printed Name	Printed Name
	Address for Notices:
	SureTec Insurance Company
	3131 Camino del Rio N. #1450
	San Diego, CA 92108

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	CIVIL CODE § 118
A notary public or other officer completing this condocument to which this certificate is attached, and	ertificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California	)
County of Orange	_ )
On July 23, 2019 hefore me	Pamela D. Castalla N. C. D. 11
Date	Pamela R. Goetsch, Notary Public
personally appeared <u>Andrew Sysyn</u>	Here Insert Name and Title of the Officer
j spranod <u>rindrew bysym</u>	Morrofelació
	Name(s) of Signer(s)
who proved to me on the basis of satisfact subscribed to the within instrument and ackrais/her/their authorized capacity(ies), and that but the entity upon behalf of which the person(s	tory evidence to be the person(s) whose name(s) is/ard nowledged to me that he/she/they executed the same is by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
PAMELA R. GOETSCH Notary Public – California	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Orange County Commission # 2221718	
My Comm. Expires Nov 12, 2021	WITNESS my hand and official seal.
	D D C L
	Signature 1 000 K. With
	Signature of Notary Public
Place Notani Soul Abour	
Place Notary Seal Above	
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# **SureTec Insurance Company**

#### LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Andrew Sysyn, Pamela Goetsch

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 13th day of September, A.D. 2018.

State of Texas County of Harris

SS:

SURETEC INSURANCE COMPANY

John Knox Jr., CEO

On this 13th day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129117659

Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd

July

2019 A.E.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

#### PERFORMANCE BOND JOC-2001

# KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo, hereinafter designated as the "County," has awarded to **Pacific Contractors Group, Inc.**, hereinafter designated as "Principal," a contract dated **July 23, 2019**, hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as **JOC-2001 Painting Contracting Services**.

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

# NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, SureTec Insurance Company, as corporate Surety, are held and firmly bound unto the County in the sum of

Two Hundred Fifty Thousand & 00/100 Dollars (\$ 250,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

Performance Bond Page 1 of 2

IN WITNESS WHEREOF, this i	nstrument has been duly executed	by the
Principal and Surety this 23rd day of	, <u>2</u>	019
Principal Principal	SureTec Insurance Company Surety	minimino,
Signature	Signature Systy	
Printed Name	Andrew Sysyn, Attorney-in-Fact Printed Name	John J. L. L. S.
NOTE: Notary acknowledgement for Surety and Su		ched.
The above bond is accepted and approved this	day of, 2	20

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this document to which this certificate is attached, an	certificate verifies only the identity of the individual who signed the identity of the truthfulness, accuracy, or validity of that document.
State of California	)
County of Orange	)
On July 23, 2019 before me.	Pamela R. Goetsch, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared <u>Andrew Sysyn</u>	and this of the Officer
	Name(s) of Signer(s)
PAMELA R. GOETSCH Notary Public - California Orange County Commission # 2221718 My Comm. Expires Nov 12, 2021	knowledged to me that he/she/they executed the same is by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragrap is true and correct.  WITNESS my hand and official seal.
	Signature of Notary Public
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Andrew Sysyn, Pamela Goetsch

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 13th day of September, A.D. 2018.

State of Texas County of Harris

55.

By:

John Knox Jr., CEO

On this 13th day of September, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

XENIA CHAVEZ
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129117659

Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd

lay of

July

2019

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



July 1, 2019

Rana Naser, Program Manager

Department of Public Works

County of San Mateo

555 County Center, 5th Floor

Redwood City, CA 94063

Re: Pacific Contractors Group Inc.

Dear Rana,

SureTec Insurance Company has bonded Pacific Contractors Group Inc. since February 2010. It is our understanding that our principal has requested a bonding capacity letter for JOC 2001. This will confirm that SureTec Insurance Company is willing to favorably consider the issuance of required Performance & Payment Bonds subject to our satisfaction with the contract documents and bond forms and continuing to satisfy other underwriting considerations. SureTec is AM Best rated A (Excellent) VIII.

SureTec will favorably consider single bonds up to \$2,500,000 and aggregate of \$5,000,000, which is also our principal's available bonding capacity at this time. Issuance of any bid, performance or payment bond is a matter between our principal and us. SureTec will provide bonding of the project in the event they are awarded the project, subject to our standard underwriting review.

Any arrangement for bonds required by the contract is a matter between this principal and the surety and we assume no liability to you or third parties if for any reason we do not execute any bonds.

Sincerely,

Andrew Sysyn Attorney-In-Fact

SureTec Insurance Company

3033 5<sup>th</sup> Avenue, Suite 300 San Diego, CA 92103 619-400-4100

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	CIVIL CODE § 118
A notary public or other officer completing this cer document to which this certificate is attached, and r	rtificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California  County ofOrange	
OnJuly 1, 2019 before me,	Pamela R. Goetsch, Notary Public
Date personally appeared <u>Andrew Sysyn</u>	Here Insert Name and Title of the Officer
	Name(s) of Signer(s)
who proved to me on the basis of satisfactors subscribed to the within instrument and acknown his/her/their authorized capacity(ies), and that by or the entity upon behalf of which the person(s)	ory evidence to be the person(s) whose name(s) is/are owledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
PAMELA R. GOETSCH Notary Public – California Orange County Commission # 2221718	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.
My Comm. Expires Nov 12, 2021	Signature Romala R. Gooth
	Signature of Notary Public
Place Notary Seal Above	Signature of Notary Public
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# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 7/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	certificate holder in lieu of such endor	sem	ent(s	). ).	naorse	ment. A sta	tement on th	is certificate does not c	onfer ri	ights to the
	obucer rown & Brown Insurance Brokers of Sacramento, Inc				CONTACT NAME:					
P.	P. O. Box 619043 Lic #0H38004 Roseville CA 95661-9043			PHONE (A/C, No, Ext): 916-630-8643 (A/C, No): 800-783-0083						
ADDICES.										
					INSURER(S) AFFORDING COVER					NAIC#
	URED	PACI	028	<u> </u>	INSURER A : James River Insurance Company			12203		
Pa	acific Contractors Group, Inc.				INSURER B : California Automobile Ins. Co. 38342					
	025 Parthenia Street #122 orthridge CA 91324							19445		
	7. a.mage 27. 67627				INSURER D : INSURANCE Company of the West INSURER E :			27847		
								Aug J		
CC	VERAGES CER	TIFI	CATE	E NUMBER: 255914975	INSURE	KF;		REVISION NUMBER:		
T	HIS IS TO CERTIFY THAT THE POLICIES	OF	INSU	RANCE LISTED BELOW HAY	VE BEE	N ISSUED TO	THE INCLIDE	D NAMED ABOVE FOR TH	JE BOLL	ICY BEBIOD
- 11	NDICATED. NOTWITHSTANDING ANY RE	=QUII	<b>イヒ</b> Mヒ	N.I. TERM OR CONDITION	OF ANY	/ CONTRACT	OR OTHER	DOCUMENT WITH DECDE	OT TO 1	AT HOLL TILLO
·	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER	AIN.	THE INSURANCE AFFORD	FD RY	THE POLICIE	S DESCRIBE	A PEDEIN IS SUBJECT TO	) ALL T	HE TERMS,
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR		DELINI		POLICY EXP (MM/DD/YYYY)			
Α	X COMMERCIAL GENERAL LIABILITY	INSU	WVD	POLICY NUMBER 000653784	**********	2/9/2019	(MM/DD/YYYY) 2/9/2020	LIMIT		
	CLAIMS-MADE X OCCUR					27012010	21012020	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,0	
	SE MINO MINOSE SOCION							PREMISES (Ea occurrence)	\$ 50,000	
								MED EXP (Any one person)	\$ 1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,0	
	POLICY X PRO- LOC							GENERAL AGGREGATE	\$ 2,000,0	100
	OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,000,0	00
В	AUTOMOBILE LIABILITY	Y	Y	BA04000004504		2/9/2019	2/9/2020	COMBINED SINGLE LIMIT	\$	
	X ANY AUTO	'	'	5704000004004		2/9/2019	2/9/2020		\$ 1,000,000	
	ALL OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE		
	HIRED AUTOS AUTOS							(Per accident)	\$	
c	UMBRELLA LIAB X OCCUP	Y		EBU018299205		2/9/2019	2/2/2000		\$	
	V FYOTOS LAD			LD0010233203		2/9/2019	2/9/2020	EACH OCCURRENCE	\$ 3,000,000	
	CLAIIVIS-IVIADE							AGGREGATE	\$ 3,000,000	
D	DED RETENTION \$ WORKERS COMPENSATION		Y	WSA504630200		2/9/2019	2/9/2020	V PER OTH	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		·	110/1004000200		2/9/2019	2/9/2020	X PER OTH- STATUTE ER		
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$ 1,000,00	
	If yes, describe under DESCRIPTION OF OPERATIONS below						_	E.L. DISEASE - EA EMPLOYEE		
	DESCRIPTION OF OPERATIONS BEIOW							E.L. DISEASE - POLICY LIMIT	\$ 1,000,00	00
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	FS (A	CORD	101 Additional Remarks Schodule	n may be	attached if mere		33		
Cer	uicale noider is included as Additional it	351116	n unc	fer Commercial General Lie	ahilitu n	aliau nar ande	araamant CC	20 10 07 04 and CG 20 3	37 07 04	l. Certificate
HUIL	ler is included as Additional Insured und Project No. JOC-2001	er Co	mme	rcial Auto policy per endors	sement	MCA851008	17-CA.			
	.,									
CER	ERTIFICATE HOLDER CANCELLATION									
	ionia iioedell			T	CANC	ELLATION				
					SHOL	ILD ANY OF T	HE ABOVE DE	SCRIBED POLICIES BE CA	NCELLE	D REFORE
	_				THE	<b>EXPIRATION</b>	DATE THE	REOF, NOTICE WILL BI	E DELI	VERED IN
	County of San Mateo				ACCC	KDANCE WIT	H THE POLIC	Y PROVISIONS.		
	Department of Public Works 555 County Center, 5th Floo	or Or		-	AUTHOP	ZED REPRESEN	TATIVE			
	Redwood City CA 94063-16						1 262			İ
				_ +		Last			ļ	

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All operations of the Named Insureds.
Information required to complete this Schedule, if not show	n above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement.	All operations of the Named Insureds.
Information required to complete this Schedule, if not	shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

# PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

# WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

# POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than \$5,000,000 for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

# **Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

# **BUSINESS AUTO COVERAGE FORM**

#### I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity.
 Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

#### II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

#### V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee
This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

#### VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

#### VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
  - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
  - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

#### IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following: This exclusion does not apply to the accidental discharge of an airbag.

#### X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

- 4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
  - a. The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease/loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

#### XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

#### XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

# XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  - 1. Any covered "auto" you lease, hire, rent or borrow; and
  - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
  - (1) The additional insured is a Named Insured under such other insurance; and
  - You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

- e. Anywhere in the world if:
  - (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
  - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

#### XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

(Ed. 8-00)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

#### Schedule

Person or Organization

Job Description

ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT ALL CA OPERATIONS

Policy Number: WSA 5046302 00

Insured: Pacific Contractors Group Inc

Endorsement Effective: 02/09/2019

Coverage Provided by: Insurance Co of the West

Issue Date: 02/08/2019

Countersigned by:

WC 99 06 34 (Ed. 8-00)